

AGREEMENT
BETWEEN
THE CITY OF BOCA RATON
AND
THE FIREFIGHTERS OF BOCA RATON
LOCAL 1560, IAFF, INC



October 1, 2014 through September 30, 2017

I.A.F.F.

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AGREEMENT

THIS AGREEMENT is entered into by the City of Boca Raton, Florida, a municipal corporation, hereinafter referred to as the "City" and the FIREFIGHTERS OF BOCA RATON, LOCAL #1560, IAFF, INC., hereinafter referred to as the "Union".

PREAMBLE

WHEREAS, it is recognized by the parties hereto that the declared public policy as expressed in Part II, Chapter 447, Florida Statutes is to promote harmonious and cooperative relationships between the City and its employees. Both collectively and individually, and to protect the operations and functions of City government; and

WHEREAS, it is the intention of the parties to this agreement to set forth the entire agreement with respect to matters within the scope of negotiations, thereof, the parties hereby agree:

ARTICLE 1

RECOGNITION

SECTION 1: The City hereby recognizes the Union as the exclusive representative for Firefighter Candidate, Firefighter, Fire Prevention Officer, Firefighter/Driver, Fire Inspector, Lieutenant, Senior Fire Inspector, Captain, EMS Captain, Battalion Chief, and Division Chief. Specifically excluded is the Civilian SCBA Technician, all managerial and confidential employees as determined by the Florida Public Employees Relations Commission.

SECTION 2: This representation shall be for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment.

SECTION 3: The City and the Union agree to print their own copies of the Agreement, but will use the same draft of the Agreement, subject to approval by both parties. The City will maintain the most current Agreement on the City's internet and intranet sites.

ARTICLE 2

MANAGEMENT RIGHTS

SECTION 1: The Union and the bargaining unit employees recognize that the City has the exclusive right to manage and direct the various departments of the City. Accordingly, the powers and authority which the City has not specifically abridged, delegated, or modified by the express provisions of this Agreement are retained by the City. Therefore, the City specifically, but not by way of limitation, reserves the exclusive right to determine the mission of the City and its various departments, divisions and other units of organization; set standards of service, establish and implement policies and procedures related to employment, promotions, position classification, discipline for just cause, transfer, assignment, and scheduling of employees; subcontract work; merge, consolidate, or close a department or any part thereof or expand, reduce, alter, combine, assign or cease any job; control the use of equipment and property of the City; fill any job on a temporary, emergency, or interim basis; determine the number, location and operation of headquarters, annexes, divisions, substations, and departments thereof; schedule and assign the work to the employees and determine the size and composition of the work force; formulate and implement departmental policy, rules and regulations; and introduce new or improved services, maintenance procedures, materials, facilities and equipment. If the City fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such functions. Any right or privilege of the City not specifically relinquished by the City in this Agreement shall remain with the City.

SECTION 2: If, at the discretion of the City Manager, it is determined that civil emergency conditions exist, i.e., riot, civil disorder or natural disaster, the provisions of this Agreement

may be suspended for good cause by the City Manager during the time of such emergency, provided that the Union is notified as soon as is practical and further provided that wage rates and monetary fringe benefits shall not be suspended.

ARTICLE 3
NON-DISCRIMINATION

SECTION 1: The City and the Union agree not to engage in any discriminatory activity prohibited by law.

SECTION 2: A claim of discrimination and/or retaliation prohibited by law by an employee against the City shall not be subject to the grievance or arbitration procedures contained in this Agreement but shall only be subject to the method of review prescribed by law or by rules having the force and effect of law.

SECTION 3: All references in this Agreement shall reflect the gender diversity of the City and refer to 'she/he', 'her/his' and 'her/him', where applicable.

ARTICLE 4
PROHIBITION OF STRIKES

SECTION 1: No employee, union, officer, or agent shall instigate, promote, sponsor or engage in any strike, slow down, concerted stoppage of work, or any other intentional interruption of the operations of the employer. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the employer.

SECTION 2: In the event of a strike, slow down, concerted stoppage of work, or other intentional interruption of the operations of the employer, the Union shall take direct and immediate action to the fullest extent of its power and influence to bring about a cessation of such activities.

SECTION 3: Those employees found to be in violation of the provisions of Section 1, and the Union, its officers, or agents found to be in violation of any provision of this Article, shall be liable for any damages which are suffered by the City or other parties affected as a result of a violation of the provisions of this Article.

ARTICLE 5

DUES CHECK-OFF

SECTION 1: Upon the written authorization of an employee, the City agrees to deduct from the wages of each employee the sum certified as Union dues and uniform assessments, and, as provided below, make available to the Union that sum, together with a list of individuals who have paid and the amount each paid for that period. If any employee does not have a check due her/him, or the check is not large enough to satisfy the assignments, no collection shall be made from the employee for that month.

SECTION 2: Individual employees desiring dues and/or uniform assessments to be withheld from their paycheck shall sign a standard form witnessed by an authorized officer of the Union, indicating their desire.

SECTION 3: It is understood that any authorization for such payroll deduction shall be voluntary on the part of the employee and may be canceled upon thirty (30) days written notice to the City and Union.

SECTION 4: The form authorizing the deduction of dues and/or uniform assessments and the form canceling the deduction of dues and/or uniform assessments shall be the form agreed to between the parties hereto. The agreed upon form shall be furnished to the employees by the Secretary/Treasurer of the Union.

SECTION 5: Such fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Union. Each employee and the Union hereby authorize the

City to rely upon and to honor certifications by the Secretary/Treasurer of the Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues. Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City shall make available to the Union a check in payment of such deductions on the first regular payday of each month; said check shall be personally tendered to the Union Secretary/Treasurer or designee at the City Finance Office during regular office hours. Upon tender of the check as provided above, the City and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.

ARTICLE 6
PROBATIONARY EMPLOYEES

SECTION 1: All new employees shall remain in probationary status in their classification for 365 calendar days.

SECTION 2: Probationary employees shall enjoy the economic benefits herein and shall have access to the grievance procedure in disputes involving pay, monetary fringe benefits, and working conditions guaranteed by this Agreement. This contract shall not be deemed to provide rights of job protection to probationary employees.

SECTION 3: Time spent on leave without pay, light duty assignment, disability leave or military leave (excluding annual reserve obligations) of 30 calendar days or more shall not count towards fulfillment of probationary status.

ARTICLE 7

CITY AND DEPARTMENTAL DOCUMENTS

SECTION 1: All employees will be provided access either electronically or in hard copy to the following documents at each station:

1. City Personnel Rules and Regulations
2. Department Rules and Regulations
3. Department T.A.P.I.R.S. (Technical and Procedural Information Reporting System)
4. Department S.O.P.'s (Standard Operating Procedures)
5. Department Medical Protocols

The City agrees to notify the Union and employee when the documents are available electronically. Any subsequent modifications to these documents will be communicated to the Union and employees as they become available.

ARTICLE 8
BULLETIN BOARDS

SECTION 1: The Union shall be authorized to erect and maintain one bulletin board, not exceeding 4' x 4' in each Fire Station, and a bulletin board in the Fire and Life Safety Division. The boards will be placed in locations mutually acceptable to the Fire Chief and the Union President. These bulletin boards shall be used only for notices of official Union business. Copies of such notices shall be provided to the Fire Chief or her/his designee prior to posting.

SECTION 2: Notices posted on these bulletin boards shall not contain inflammatory, defamatory, and/or inciteful remarks regarding the City or its employees; nor shall any posted material violate or have the effect of violating any law, rule or regulation. Notices must be dated and bear the signature of the Union President, or her/his designee.

SECTION 3: Materials posted in violation of this Article may be removed by the City.

ARTICLE 9
GRIEVANCE PROCEDURE

SECTION 1: The following is the procedure for the resolution of grievances, which are defined as disputes between the City and an employee, or a group of employees who share the same grievance, involving the interpretation or application of a specific provision of this Agreement and disputes involving disciplinary actions.

Any grievance filed on behalf of a member that seeks to appeal a termination decision made by the City Manager shall be processed directly to arbitration at the discretion of the Union, or the Civil Service Board at the discretion of the employee, and not through the 5 step grievance procedure described in Article 9. Such notification to appeal shall be made in writing within thirty (30) calendar days after receipt of the City Manager's written decision.

SECTION 2: Every effort shall be made by the parties to settle any grievance as expeditiously as possible. Should the grieving party fail to observe the time limits as set out in the steps of this Article, the grievance shall be considered conclusively abandoned. Any grievance not answered by management within the prescribed time limit shall be advanced to the next step. Time limits provided herein may be extended if mutually agreed upon by management and the grievant or the Union representative if the grievant exercises the option of Union representation, provided the Union president or the President's designee may be present during grievance meetings. The Union shall not be required to process grievances for non-members.

SECTION 3: The parties agree that the grievance procedure shall be the sole and exclusive method of resolving any dispute involving the application or interpretation of this Agreement, or any matter involving disciplinary action, provided that any employee may, at the employee's option, pursue a grievance over discharge, suspension or involuntary demotion through the procedures of the Civil Service Board rather than through this grievance procedure. An employee may utilize the grievance procedure provided for in Section 4 or may utilize the civil service procedure, but not both. An employee utilizing the grievance procedure of Section 4 shall by such action conclusively abandon any right to civil service board procedures. Filing a reply or request for a review of a decision of the City Manager regarding a suspension, involuntary demotion or dismissal or the filing of a request for a hearing before the Civil Service Board shall conclusively abandon any right to utilize the grievance procedures as provided in Section 4 of this Article.

SECTION 4: The grievance shall be presented in the following manner:

Step 1. The employee shall first present the grievance to the employee's supervising Captain within eight (8) calendar days of the occurrence of the event(s), which gave rise to the grievance. Such contact between the employee and the supervising Captain may be on an oral basis, but shall be identified as a grievance by the employee. The supervising Captain shall respond in writing within eight (8) calendar days of hearing the grievance.

Step 2. Any grievance which cannot be satisfactorily settled with the employee's supervising Captain shall be reduced to writing by the employee and shall next be presented to the supervising Division/Battalion Chief. The grievance must be presented to the supervising Division/Battalion Chief in writing within eight (8) calendar days after receipt of the supervising Captain's reply. Receipt is actual

delivery. The written grievance at this step and all steps thereafter shall contain the following information:

- 1) A statement of the grievance, including date of occurrence, and details and facts upon which the grievance is based.
- 2) The Article and section of the Labor Agreement alleged to have been violated.
- 3) The action, remedy or solution requested by the employee.
The Supervising Division/Battalion Chief shall render a decision on the grievance, in writing, within eight (8) calendar days after receipt of the grievance.

Step 3. Any grievance which cannot satisfactorily be settled with the supervising Division/Battalion Chief shall next be presented to the Assistant Chief. The grievance as specified in writing in Step 2 shall be presented to the Assistant Chief within eight (8) calendar days after receipt of the response of the supervising Division/Battalion Chief. The Assistant Chief or designee shall within eight (8) calendar days render a decision in writing.

Step 4. Any grievance which cannot satisfactorily be settled with the Assistant Chief shall next be presented to the Fire Chief or Fire Chief's designee. The grievance as specified in writing in Step 2 shall be presented to the Fire Chief or the Fire Chief's designee within ten (10) calendar days after receipt of the response of the Assistant Chief. The Fire Chief or designee shall within ten (10) calendar days render a decision in writing.

Step 5. Any grievance, which is not satisfactorily disposed of by the Fire Chief, or the Fire Chief's designee, shall next be appealed to the City Manager. The grievance shall be presented to the City Manager within fifteen (15) calendar days after receipt of the written response of the Fire Chief or the Fire Chief's designee. The City Manager shall within fifteen (15) calendar days of the appeal render a decision in writing.

SECTION 5: If a grievance arises from the action of an official higher than the Step 1 management representative, the grievance may be initiated at Step 2, 3 or 4, as appropriate, by submitting the grievance within the time established for Step 1. The grievance shall be signed by the aggrieved employee (s) or the representative of the Union.

SECTION 6: Any employee who wishes to appeal the City Manager's decision must elect to proceed to arbitration or to the Civil Service Board. If an employee fails to appeal to the Civil Service Board in writing, then the grievance shall be deemed to be processed through the grievance/arbitration procedure and any right to appeal to the Civil Service Board shall be deemed waived.

ARTICLE 10

ARBITRATION

SECTION 1: In the event a grievance processed through the grievance procedure as provided for in this Agreement has not been resolved, the Union president or president's designee may refer the grievance to arbitration by notifying the City Manager in writing. With respect to discipline, only suspensions, involuntary demotions (excluding promoted employees during their probationary period, since such demotion is not grievable) or discharge of employment may be referred to arbitration. On all other disciplinary matters, the decision of the City Manager is final. Notification for Arbitration shall be made in writing within thirty (30) calendar days after receipt of the City Manager's written decision on the grievance, or within thirty (30) calendar days following the expiration of the time limit provided for the City Manager's response in Step 5 of the Grievance Article, whichever is sooner. Nothing herein shall prohibit the extension of time mutually agreed to by the parties.

SECTION 2: Within thirty (30) calendar days from the date of receipt of the arbitration request, if the parties are unable to agree upon an arbitrator, the Federal Mediation and Conciliation Service shall be asked to submit a list of seven (7) names and resumes of arbitrators. Either party may reject one list. From the lists so submitted, the parties shall alternately strike names from the list, with the party requesting arbitration striking first. When the name of one person remains, said person will serve as arbitrator. Within ten (10) days of receipt of the names and resumes, the parties shall meet to select an arbitrator as described above. All arbitration hearings, unless mutually agreed otherwise, shall be held in Boca Raton, Florida.

SECTION 3: (a) In the event either party claims a dispute is non-arbitrable, the arbitrator will rule on that issue along with the merits of the grievance.

(b) The arbitrator shall limit her/his decisions strictly to the application and interpretation of the specific provisions of this Agreement and shall be without authority to make any decisions which are contrary to, or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law, ordinance, rule, or regulation having the force and effect of law.

(c) The arbitrator shall not have the authority to consider any matters not defined as a grievance in this Agreement nor any grievance which has not been processed in accordance with the provisions of this Agreement, provided that the arbitrator shall have within her/his authority the determination as to whether a dispute is a proper grievance as defined herein and/or has been processed in accordance with the terms of this Agreement. If the arbitrator determines that the dispute is not arbitrable under the terms of this Agreement, the hearing shall be closed.

SECTION 4: The arbitrator's award shall be made within thirty (30) calendar days after the conclusion of the arbitration hearing or the submission of briefs by the parties, whichever is later, unless the parties mutually agree to an extension by a date certain. The award shall be in writing and signed by the arbitrator, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted. The arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted. The arbitrator shall deliver a copy to each party personally or by mail, unless the

parties mutually agree otherwise. The arbitrator's award shall be final and binding on both parties.

SECTION 5: Each party shall bear the expense of its own witnesses and of its own representatives for purposes of the arbitration hearing. The arbitrator's fee and any other expenses shall be equally divided between the parties. Any party desiring the transcript of the hearing shall bear the cost of such transcript, unless both parties mutually agree to share said cost.

ARTICLE 11

REDUCTION OF EMPLOYEES

SECTION 1: Layoffs. When a position in the classified service is vacated, discontinued or abolished because of lack of work, or funds, or material ban, or a change in duties and responsibilities of the position or in the departmental organization, the City Manager shall notify the Human Resources Director and Fire Chief of the positions to be vacated, discontinued or abolished, together with the reasons therefore. Written notice of such action shall be posted by the City on the Union bulletin board in each fire station. Upon receiving such notice, the Human Resources Director in consultation with the Fire Chief, shall, as soon as possible, furnish in writing to the City Manager the names of employees to be laid off. The names of employees to be laid off shall be posted by the City on the Union bulletin board in each Fire Station. Employees so named shall be laid off in the following order:

a) Layoffs shall be selected within a classification. No employee in the affected class with permanent status in the classified service shall be laid off if an employee who does not hold permanent status in the classified service would continue to serve in the class. The order of layoff among employees who do not have permanent status in the classified service shall be discretionary with the City Manager. Within the class, all employees who have permanent status in the classified service shall be ranked on a layoff list based on the total of service credits. Service credits shall consist of one (1) point for each month of continuous City employment. Continuous employment shall include any period of authorized absence with pay. However, no credits shall be awarded for periods during which an employee was rated unsatisfactory as evidenced by an official performance evaluation.

b) The layoff list shall be prepared by totaling service credits and ranking employees within the class in order, placing the employee with the lowest number of credits at the bottom of the list. Layoff shall be in inverse order beginning at the bottom of the list. The total number of positions in the class to be discontinued or abolished will determine the number of employees to be laid off.

c) Should two (2) or more employees have the same number of service credits, the order of layoff shall be determined by giving preference for retention in the following sequence:

1. The employee with the longest service in the class.
2. Employees who are entitled to veteran's preference.
3. Discretion of the City Manager.

SECTION 2: An employee who is laid off from a classification higher than entry level shall be entitled to exercise displacement rights to the next lower classification which the employee previously held. Such displacement rights shall be applied in accordance with Section 1. An employee who exercises displacement rights to a lower classification shall be compensated at her/his current wage level, unless the employee's current wage level exceeds the maximum established for the lower classification. If the employee's current wage level exceeds the maximum established for the lower classification, s/he shall receive the maximum wage level for the classification.

SECTION 3: Notice of Layoffs: The City Manager, upon recommendation of the Human Resources Director shall notify the employee(s) to be laid off. Notification of layoff shall be in writing, shall indicate the day such layoff becomes effective and, whenever possible, shall precede the actual layoff date by two weeks, but in no case shall less than one week elapse

between notice of layoff and the date such layoff begins. Termination of employment as a result of layoff shall not be appealable to the Civil Service Board.

SECTION 4: No new employees will be hired into any classification while a laid off employee has recall rights. A laid off employee shall have recall rights to a classification for one and one-half (1 1/2) years from the date of layoff or until the employee has been offered a position in that classification, whichever comes first; provided, however, a laid off employee must be physically qualified to perform all assigned duties in order to exercise her/his recall rights. The ability of the laid off employee to be physically qualified to perform all assigned duties shall be determined by a City physician. "Recall" from layoff shall mean notifying a laid off employee to return to work by registered mail to the last address listed with the City as her/his home address with a copy sent to the union. The City may also provide the employee with personal notice to return to work. If the affected employee has not responded to recall within five (5) workdays of the return receipt date on the recall notice or if the recall notice is returned by the Post Office to the City due to the inability to locate the addressee, then the employee shall be considered to have refused recall and abandoned her/his recall right.

ARTICLE 12

SENIORITY LISTS

SECTION 1: The Fire Department shall establish seniority lists by classification and it shall be revised on October 1st of each year. Such lists shall be posted on the Fire Stations' bulletin boards. Exceptions to such lists shall be made within thirty (30) calendar days of posting and the list shall be revised as deemed appropriate. After thirty (30) calendar days, the seniority lists shall stand approved.

SECTION 2: Employee's seniority shall be established from the date of continuous employment by the Fire Department of the City of Boca Raton. If two or more employees have the same seniority date and are of the same classification, seniority standing shall be determined by test score established in their present classification. If such test results shall prove the employees to be of equal merit, the date of application for employment with the Fire Department will determine the seniority standing.

SECTION 3: The seniority and merit review dates of an employee who is on Authorized Leave Without Pay under Article 13 of the Personnel Rules and Regulations shall be advanced one consecutive calendar day for each consecutive calendar day of the leave period. The merit review date of an employee who is receiving disability pay in excess of thirty (30) calendar days in accordance with Article 16 of this Agreement shall be advanced one consecutive calendar day for each consecutive calendar day of the entire disability leave period.

ARTICLE 13
PERFORMANCE EVALUATION

SECTION 1: Employees shall be evaluated at least once each year in accordance with City of Boca Raton Personnel Rules and Regulations using the Halogen online evaluation system.

SECTION 2: Whenever possible, evaluations shall be made by the supervisor under whom the employee worked a majority of the rating period.

SECTION 3: The City will administer a performance based evaluation instrument, which reflects the following categories:

Significantly Exceeds Expectations

Exceeds Expectations

Meets Expectations

Requires Improvement

SECTION 4: Individual performance evaluations shall not be subject to the Grievance Procedure in this Agreement, but shall be subject to the grievance procedure provided in the Personnel Rules and Regulations of the City, provided it is alleged that the evaluation is based on factors other than performance.

SECTION 5: The City agrees to continue formal training for supervisors who are assigned the responsibility of rating subordinates.

ARTICLE 14
PROMOTION PRACTICES

SECTION 1: (a) All Classification promotions within the bargaining unit shall be made as a result of a competitive promotional process. The process shall be weighted as follows:

Firefighter/Driver

Written Exam	40%
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Practical Exam	60%
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In order to take the written and practical exams, an employee must have passed the required training to be an eligible step-up Firefighter/Driver. The employee must achieve a minimum score of 70% on the written exam. Eligibility for participating in the practical exam component of the promotion process shall be conditioned on passing the written exam with a minimum score of 70%. The practical exam score must be 70% or greater in order to proceed in the promotional process.

Lieutenant, Fire Captain, Senior Fire Inspector, EMS Captain and
Division Chief/Battalion Chief

Written Exam	60%
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Oral Interview	40%
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or

Written Exam	50%
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Assessment Center	50%
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If the City utilizes the assessment center methodology, eligibility for participating in the assessment center component of the promotion process shall be conditioned on passing the written exam with a minimum score of 70%. The assessment center score must be 70% or greater in order to proceed in the promotional process. The City will attempt to have three (3) assessors for each scenario in the assessment center process.

(b) All oral interviews shall be conducted by persons not employed by the City, but employed by, or under contract with, a fire department in the State of Florida; provided, however, that one (1) non-fire service management person may participate on the orals board. The persons who conduct the oral interviews shall not conduct the outside assessments. If the City utilizes an oral interview in lieu of an assessment center, eligibility for participation in the oral interview component of the promotional process shall be conditioned on passing the written exam with a minimum score of 70%.

(c) Seniority The total promotional score (written exam and other promotional procedure) shall be adjusted upwards, based on the applicant's seniority, by one-half of one point (0.5) for each full year of seniority and 0.04167 points for each full month of seniority, based on the number of years of continuous employment in excess of the minimum years to be eligible for the promotion, subject to a maximum adjustment of five (5) points and to the limitation contained in paragraph (e) below. Seniority points shall be carried out five decimal points. If the total points in the promotional process are not one hundred (100) points, the number of seniority points shall be pro-rated accordingly.

(d) Educational/Certification Points. The total promotional score (written and other promotional procedure) shall be adjusted upwards based on the applicant's completion of various certifications and educational degrees. The total promotional score will be adjusted upwards subject to a maximum adjustment of five (5)

Educational/Certification points and to the limitation contained in paragraph (e) below. Educational/Certification points shall be carried out one decimal point. If the total points in the promotional process are not one hundred points, the number of Educational/Certification points shall be pro-rated accordingly. Educational/Certification points shall be added in accordance with the following schedule:

Promotional Rank	Points	Education/Certification
Firefighter/Driver	3.0	Florida State Certified Firefighter Driver
Lieutenant/Captain/EMS Captain/Senior Fire Inspector	1.0	Florida State Certified Firefighter Driver
	1.0	Florida State Certified Fire Service Instructor I
	1.5	Florida State Certified Company Officer I
	1.5	Associates Degree from an accredited College/University
Battalion/Division Chief	1.0	Florida State Certified Fire Service Instructor II
	1.5	Florida State Certified Company Officer II
	2.5	Bachelors Degree from an accredited College/University

(e) The number of points that a promotional score may be adjusted upwards for a combination of Seniority points and Educational/Certification points is a maximum of eight (8) points.

(f) Passing Scores. For each component the passing score for a promotional examination shall be seventy percent (70%). The passing score shall be carried out five decimal points.

SECTION 2: Upon the determination of the City Manager that a position shall be filled, or prior to such position availability, the City shall administer the necessary examination to all applicants meeting the minimum qualifications the City has established. Examination results shall be posted. The City shall, at all times, maintain a standing promotion list for each bargaining unit position, unless waived by the Union in writing.

SECTION 3: Any employee who, as of October 1, 2014, is certified by the State of Florida as a Paramedic, and all employees hired on or after October 1, 2014, shall be required to maintain a valid State of Florida certification as a Paramedic. The qualifications for existing job classifications within the bargaining unit may be changed provided that the parties first negotiate the impact of such change in accordance with State law. Qualifications for a new job classification may be established and implemented without any waiting period after discussion with the Union.

SECTION 4: An employee receiving a promotion, as provided above, shall be on probationary status in that position for 180 calendar days.

SECTION 5: Employees in the bargaining unit may transfer laterally to an equal position in another division according to departmental needs, if qualified, and subject to the approval of the Fire Chief.

SECTION 6: Upon promotion, an employee shall be placed in the step of the new classification that provides the employee with an increase to the base salary closest to but not less than the following:

Firefighter to Firefighter/Driver	5% increase on base
Firefighter to Lieutenant	15% increase on base
Firefighter/Driver to Lieutenant	10% increase on base*
Firefighter/Driver to Captain	15% increase on base
Lieutenant to Captain	5% increase on base
Lieutenant to EMS Captain	10% increase on base
Captain to EMS Captain or Senior Fire Inspector	5% increase on base
Captain to Battalion Chief	10% increase on base
EMS Captain to Battalion Chief	5% increase on base
Firefighter to Fire Prevention Officer	5% increase on base
Fire Prevention Officer to Fire Inspector	15% increase on base
Fire Inspector to Senior Fire Inspector	5% increase on base

*At no time shall a promotion from Firefighter/Driver to Lieutenant result in the promoted employee exceeding the range of pay for the Lieutenant classification.

(a) An employee promoted to a higher rank who is due a step increase (as a result of the annual performance evaluation date) within ninety (90) calendar days after the effective date of the promotion shall be advanced one (1) step in the salary plan. Upon promotion the employee shall advance an additional step. The employee's next annual performance evaluation date shall be one (1) year from the effective date of the promotion.

(b) Any employee demoted, voluntarily or involuntarily, will be placed in the same step of the demoted classification as held in the higher classification. For example, a Captain at step seven demoted to Lieutenant will be placed at a step seven of the Lieutenant step plan.

SECTION 7: Promotional vacancies shall be filled by selection from among those four (4) employees who achieve the highest passing score on the promotion process. Any employee who has a higher score on the promotion process shall be notified in a counseling session with the Fire Chief as to the reasons why the employee was not promoted.

Absent extenuating circumstances, such incumbent vacancies shall be filled within 30 days. Where extenuating circumstances require additional time to fill the vacancy, the Fire Chief shall provide notice to the Union.

SECTION 8: Employees will be notified at least ninety (90) days in advance of a promotional examination. Source material from which the written examination is drawn shall be published concurrent with the exam announcement, and shall be in print or otherwise obtainable.

SECTION 9: The City and Union shall establish a Book Committee composed of an equal number of representatives appointed by each to review, and recommend the number of source materials to be used for a forthcoming examination; provided that no person who holds a rank lower than the position being tested for may serve on the Committee; provided further that the final decision on the amount and selection of sources shall be made by the City.

SECTION 10: The budgeted positions in the Fire and Life Safety Division are to be filled as follows:

DIVISION CHIEF/BATTALION CHIEF: To be filled from the Fire Division Chief/Battalion Chief's promotion list. Such appointee shall have or obtain within six (6) months and maintain State Fire Inspector Certification.

ARTICLE 15

DUAL EMPLOYMENT

SECTION 1: Dual employment outside city government is defined as business engaged in or services rendered on behalf of any employer other than the City of Boca Raton for which the employee receives some form of compensation. Dual employment outside city government during those hours in which the employee is required to work by and for the City is prohibited. However, such employment may be performed at times other than the employee's working hours provided it does not interfere with the ability or availability of the employee to perform assigned duties; and provided that such employment shall not involve an activity that is a conflict of interest with State Statute 112 or the Palm Beach County Code of Ethics.

SECTION 2: On a form currently in use and approved by the City employees must seek and secure the approval of the Fire Chief and the City Manager/designee in writing prior to engaging in dual employment. All reports shall specify the organization where the dual employment will be performed and the nature of the work to be performed. Approval shall not be arbitrarily or unreasonably withheld and approval/denial shall be transmitted in writing within seven (7) calendar days of the receipt of the request. Reserve military duty shall be exempt from this policy and shall not be considered as dual employment.

ARTICLE 16
DISABILITY LEAVE

SECTION 1: An employee injured while acting within the scope of her/his employment with the City to the extent that s/he cannot accept any other work offered by the City, shall be entitled to disability leave at the employee's regular rate of pay for a maximum period of eighteen (18) months from the date of injury, unless the employee returns to work or receives pension benefits. The City will make a good faith effort to assign a disabled employee to work in the department. Assignments to light duty positions, due to job-related temporary disabilities, will be reviewed on a case by case basis. Employees must accept light duty assignments if they are able to perform the job or lose benefits of this Article. When an employee has been on light duty status for more than fifty (50%) percent of the rating period, the employee will be evaluated according to the job description of a position which most accurately fits the light duty position, as determined by the Human Resources Division. It is understood that an assignment to other work for the period of temporary disability shall be considered only as a temporary reassignment with full retention of rights and benefits under this Agreement, and shall not be considered a reclassification for purposes of pension accrual. However, an employee who is granted Worker's Compensation, Social Security or other benefits will be paid the difference between the employee's regular rate of pay for the hours the employee would otherwise have been regularly scheduled to work and those benefits for the applicable period of the employee's disability. An employee given other work or another position, as the result of a temporary disability shall be paid at the employee's regular rate of pay. Employees receiving benefits under this Article shall not accrue sick and annual leave benefits.

SECTION 2: If 365 consecutive days have elapsed from the date of injury to the time an employee seeks to return to work following a period of physical disability, the employee, prior to resuming full duties, will be required to pass a fitness for examination by a physician selected and paid for by the City. If the employee passes the test, s/he shall return to work or lose the benefits of this Article.

SECTION 3: No pay under this Article shall be allowed where disability is feigned in the opinion of a physician approved by the City in consultation with the employee's principal treating physician, where disability is self-inflicted, or where disability continues as a result of a member's failure to fully cooperate with medical advice and/or corrective therapy, or where the employee fails to provide the City information required on the Disability Leave Tracking Form (See Appendix D). In the case of a disagreement between the City approved physician and the employee's principal treating physician, a third physician shall be selected with the approval of the other two physicians. The decision of the third physician shall be binding on the issue presented.

SECTION 4: Employees who receive retroactive or lump sum Worker's Compensation, Social Security, pension benefits, or other benefits for the period in which the employee receives pay under this Article, shall reimburse the City for pay which would otherwise have been deducted in calculating payments under this Article or shall have such amounts deducted from future payments.

SECTION 5: Employees shall actively seek pension, Worker's Compensation, Social Security and other benefits. No employee shall receive pay under this provision when the employee fails to actively seek pension, Worker's Compensation, Social Security and other

benefits. Nor shall an employee receive benefits under this Article after the employee is judged permanently disabled by the Police and Fire Pension Board or by a mutually agreed upon physician. Failure to actively seek pension and other benefits includes deliberately delaying or canceling hearing dates, medical appointments, or independent evaluations scheduled by the Pension Board, unless for good and sufficient reasons; such as, verifiable emergencies or documented prior commitments.

SECTION 6: The Human Resources Director or her/his designee will assist employees in seeking Worker's Compensation, Social Security and other benefits.

SECTION 7: A person receiving a disability pension benefit from the City who is receiving benefits for the same disability under Social Security or Worker's Compensation or who is receiving another retirement benefit from another Plan of the City shall have a deduction made from the monthly disability pension payment in an amount necessary to bring the total of all disability payments to no more than 100% of the gross monthly salary of the disabled person last paid by the City as of the time the disability retirement occurred. Lump sum disability payments and lump sum scheduled injury disability payments shall not be included in this computation. "Gross monthly salary" shall be escalated quarterly, for the purpose of this calculation, by the percentage increase in the Bureau of Labor Statistics Consumer Price Index, urban wage earners, Miami index, measured on a quarterly basis.

SECTION 8: If an employee is released by a City-approved physician to return to full duty and works for a continuous period of six (6) months without reoccurrence of the same injury, re-injury following the six (6) month period will be treated as a new injury and the 18 month disability leave period will begin from the new date.

SECTION 9: At more than ninety (90) day intervals, the City may require an employee to undergo a fitness for duty examination to determine if an employee is able to perform the essential functions of his/her job; to determine what reasonable accommodation, if any, may be required for the employee; determine when an employee is expected to return to his/her regular job; and to make other appropriate determinations as needed to implement this Article. If an employee fails to cooperate with obtaining medical treatment or fails to submit to a fitness for duty evaluation as required by this Section, the employee shall not be eligible for benefits under this Article.

SECTION 10: If an employee is terminated under this Article and a City-approved physician subsequently releases the employee to return to work within twenty-four (24) months of termination, the employee will be rehired by the City at the same status the employee held at the time of termination, provided the employee is not paid less than the minimum pay for his/her classification. Prior to rehire, the employee must pass a physical agility test if s/he has not performed regular duties in more than 365 calendar days, provided the employee passes the City's normal background and urinalysis requirement.

ARTICLE 17

SICK LEAVE

SECTION 1: The City has a right to expect regular and dependable attendance from its employees. Sick Leave is not to be considered a right, which an employee may use for purposes other than bona fide non-duty connected personal illness, injury, legal quarantine, or sickness or injury within the immediate family as defined in Section 10 below.

SECTION 2: Sick leave shall be granted upon approval of the Fire Chief or designee to any employee contracting or incurring any illness or disability, which renders such employee unable to perform the duties of her/his employment.

SECTION 3: Employees shall verbally communicate with the Fire Chief/Designee no less than one (1) hour prior to the beginning of the shift and shall state the nature of the illness and the expected period of absence. The employee shall provide a telephone or cell phone number where they may be reached at all times. When illness or disability occurs within one hour prior to the beginning of the shift or at any time during the shift, the employee shall notify the Assistant Chief of Operations orally as soon as possible and in writing upon return to work. Voicemail messages shall not be sufficient to satisfy the requirements of this Section.

SECTION 4: Employees shall earn 8.42 hours sick leave per calendar month (101 hours per calendar year) from the date of employment. Forty (40) hour employees shall earn 8 hours of sick leave per month. Sick leave shall be charged by the actual hours used. Sick

leave shall only be earned when an employee has been in a paid status for 3/4 or more of the hours the employee would regularly work per month.

SECTION 5: No sick leave shall be allowed where sickness is feigned in the opinion of a medical doctor selected by the City, where sickness is the result of intemperance or is otherwise self-inflicted, or where sickness continues as a result of a member's failure to fully cooperate with medical advice and/or corrective therapy. Nor shall sick leave be allowed for injuries or illnesses contracted while performing a second job.

SECTION 6: The Union and its officers upon request shall cooperate in the maintenance of a vigorous counseling program to reduce absenteeism and tardiness among bargaining unit employees. This program shall have, as one of its goals, the reduction of sick leave usage.

SECTION 7: All employees who accrue sick leave in excess of the 1,092 hours shall be paid in October of each year at a percentage of the employee's current hourly rate based upon the number of sick leave hours the employee used in the preceding fiscal year according to the following schedule below:

Employees at maximum of sick leave accrual.

Sick Leave Hours Used In The Preceding Fiscal Year	Sick Leave Payout Rate of Accrued Hours Over 1092
0 - 24	75.00%
24.01 - 48	70.00%
48.01 - 72	65.00%
72.01 - 96	60.00%
96.01 - 120	55.00%
120.01 - 144	50.00%
144.01 - 168	45.00%
168.01 - 192	40.00%
192.01 - 216	35.00%
216.01 - 240	30.00%
>240	25.00%

No employee shall receive this benefit and also be credited additional annual leave hours pursuant to SECTION 9 below, but the employee may choose to receive one or the other benefit.

SECTION 8: Upon an employee's permanent separation from employment or upon death, the employee or the employee's beneficiary shall receive a payment for accumulated sick leave at a percentage of the employee's current hourly rate based upon the average per year of hours of sick leave used in the preceding twenty-four (24) months of employment before the date of permanent separation from employment according to the following

schedule. When established, the employee shall participate in a Retiree Health Savings Plan in accordance with the provisions of the plan and all payments will be made to the Retiree Health Savings Plan.

Annual Average of Sick Leave Hours Used In the Preceding Twenty-Four Months Prior to Date of Separation	Sick Leave Payout Rate
0 - 24	75.00%
24.01 - 48	70.00%
48.01 - 72	65.00%
72.01 - 96	60.00%
96.01 - 120	55.00%
120.01 - 144	50.00%
144.01 - 168	45.00%
168.01 - 192	40.00%
192.01 - 216	35.00%
216.01 - 240	30.00%
>240	25.00%

SECTION 9: Employees who have not reached the maximum sick leave accrual pursuant to SECTION 7 above, who are not separating from employment pursuant to SECTION 8 above, or who have elected this benefit in lieu of the benefits under SECTION 7, shall be credited additional annual leave hours in October of each year based upon sick leave hours the employee used in the preceding fiscal year based upon the following schedule:

Sick Leave hours used during the preceding fiscal year	Additional annual leave hours granted for the non-use of sick leave per year
0 hours of sick leave used	24 hours of additional annual leave credited to the employees annual leave accrual.
One (1) hour to twenty-four (24) hours of sick leave used	16 hours of additional annual leave credited to the employees annual leave accrual
Twenty-five (25) to forty-eight (48) hours of sick leave used	8 hours of additional annual leave credited to the employees annual leave accrual
More than forty-eight (48) of sick leave used	0 hours of additional annual leave credited to the employees annual leave accrual

The use of accumulated additional annual leave shall be requested and may be approved in accordance with procedures in Article 18, Annual Leave. The employee shall not have the option to receive this benefit and also receive a payment for unused sick leave above the maximum accumulation of 1092 hours.

SECTION 10: Forty (40) hours of sick leave per calendar year for non-FMLA illness or disability may be used by forty (40) hour employees for sickness in the employee's immediate family. Forty-two (42) hour employees may use up to 48 hours. For the purposes of this provision, immediate family will consist of the employee's husband or wife, or dependent children, or parents, or the employee's domestic partner (as defined in the City's Personnel Rules and Regulations) or his or her dependent children. Family sick leave in excess of the forty (40) or forty-eight (48) hour limitation will be without pay, however an employee who has utilized the maximum amount of family sick leave time may be permitted to use annual leave in lieu of family sick leave at the Fire Chief's discretion.

SECTION 11: An employee on approved Family Medical Leave (FMLA) leave will utilize accrued sick leave during the period of the approved leave. After an employee has exhausted all accrued sick leave the employee will use accrued annual leave for the remainder of the leave period. In the event the employee has exhausted all accrued leaves, then the employee will be placed in a leave without pay (LWOP) status for the remainder of the leave period.

ARTICLE 18
ANNUAL LEAVE

SECTION 1: Each platoon will schedule annual leave throughout the year so as to equalize platoon strength. In order to facilitate selection of annual leave, the Fire Department will post Fire Department date of hire seniority lists by October 1st. Annual leave will be chosen by January last of each year. The Fire Chief will establish Annual leave periods.

SECTION 2: Employees shall accrue annual leave for any month in which the employee was in a paid status for at least three-quarters of the employee's assigned schedule. The amount of leave to be credited shall be in accordance with the following schedule:

40 Hour Employees

0 through 5 full years	96 hours per year
More than 5, but less than 10 full years	120 hours per year
More than 10, but less than 15 full years	144 hours per year
15 full years and over	168 hours per year

Shift Employees

0 through 5 full years	101 hours per year
More than 5, but less than 10 full years	126 hours per year
More than 10, but less than 15 full years	151 hours per year
15 full years and over	176 hours per year

SECTION 3: Paid annual leave may not be taken during the initial twelve (12) months probationary period.

SECTION 4: Forty (40) hour employees may accrue annual leave to a maximum of 360 hours. Shift employees may accrue annual leave to a maximum of 380 hours.

SECTION 5: Upon separation from the City, employees shall be entitled to full compensation for any earned but unused annual leave. All payments for earned but unused annual leave shall be made to the Fire Fighters of Boca Raton Retiree Insurance Trust Fund established by the Union upon the employee's separation from the City.

In September of each year, forty (40) hour employees shall be entitled to sell back to the City up to fifty five (55) hours of annual leave at the employee's then current base hourly rate.

The provisions of this section do not apply to probationary employees.

SECTION 6: Preferences for vacation scheduling should be based on Department Seniority.

SECTION 7: The City will continue its policy of providing a sufficient number of vacation slots to accommodate all personnel.

SECTION 8: All annual leave and compensatory time will be scheduled subject to the following:

1. Up to 1 Battalion Chief or EMS Captain may be off per shift.
2. Up to 2 Captains may be off per shift.
3. Up to 2 Lieutenants may be off per shift.
4. Up to 2 Firefighter/Driver's may be off per shift.
5. Up to 4 firefighters may be off per shift.

Upon written approval of the Fire Chief limits above may be extended. An employee may request and be granted annual leave in excess of the limitations provided herein if the granting of such request will not cause overtime and such request is made on the same day for which annual leave is requested at the Fire Chief's discretion.

All employees must identify in advance the type of leave to be used when they contact the appropriate Departmental personnel to provide notification of the leave, unless on an approved leave under the FMLA.

ARTICLE 19

HOLIDAYS

SECTION 1: Legal holidays shall be observed on the following days for forty (40) hour employees:

New Year's Day	January 1
Martin Luther King's Birthday	The third Monday in January
Presidents Day	The third Monday in February
Memorial Day	The last Monday in May
Independence Day	July 4
Labor Day	The first Monday in September
Columbus Day	The second Monday in October
Veterans Day	November 11
Thanksgiving Day	The fourth Thursday in November
Christmas Day	December 25
Two Floating Holidays	

SECTION 2: Employees working an average forty-two (42) hour workweek shall work the observed holidays as part of their regular tour of duty. Employees working an average forty-two (42) hour work week shall receive in lieu of the legal holidays provided for in Section 1 of this Article, an additional fifty-five (55) hours of accrued annual leave and shall receive an allowance equal to 55 hours pay at the employee's regular rate of pay, or at the employee's option, 110 hours pay at the employee's regular rate of pay or 110 hours of annual leave; provided that annual leave may not be accrued in excess of the maximum allowed under Section 4 of Article 18 (Annual Leave). Said option shall be made and

annual leave shall be credited by the last regular payday in September. An employee leaving or entering the department or changing from a forty-two (42) hour workweek shall receive a prorated addition to annual leave and pay according to the number of holidays, which have passed.

SECTION 3: Employees on disability for less than thirty (30) days as provided for in Article 16, Disability Leave, shall receive annual leave and pay provided for in this Article for up to the 30 day period.

SECTION 4: For each observed holiday, a forty (40) hour employee scheduled to work eighty (80) hours within a pay period shall be entitled to an allowance equal to eight (8) hours pay at the employee's regular rate of pay.

SECTION 5: A forty (40) hour employee scheduled to work eighty (80) hours within a pay period and required to work on an observed holiday shall receive overtime pay for hours worked not to exceed eight (8) hours, in addition to that payment provided for in Section 4 above.

SECTION 6: A forty (40) hour employee on authorized sick leave on the day designated, as a holiday shall receive holiday pay provided the employee works the regularly scheduled day before and after the holiday.

ARTICLE 20
FUNERAL LEAVE

SECTION 1: In the event of the death of the mother, father, foster parent, stepparent, legal guardian, brother, sister, husband, wife, son, daughter, foster child, stepchild, grandparent, spouse's grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law of an employee, or domestic partner of an employee (as defined in the City's Personnel Rules and Regulations) or of a domestic partner's child(ren), parents, siblings or grandparents, such employee shall be entitled to funeral leave for the purpose of arranging for, and attending said relative's funeral for a period of time not to exceed three (3) consecutive calendar days.

SECTION 2: If it is necessary for the employee to leave the state in connection with a death of a relative listed above and for the purpose as limited in Section 1 of this Article, up to two (2) additional consecutive calendar days will be allowed.

SECTION 3: An employee on funeral leave provided in this Article shall be paid for such hours, which the employee would normally be scheduled to work.

SECTION 4: The City reserves the right to require documentation supporting compliance with the provisions of this Article after the employee returns to work.

SECTION 5: The provisions of this Article shall not apply to employees who fail to contact the employer prior to taking such leave or as soon as possible thereafter. Funeral leave, if taken, shall commence no later than the first calendar day after the date of death.

ARTICLE 21

JURY LEAVE

SECTION 1: An employee who is required to report to jury duty or jury service shall be placed on jury leave with pay for the period of time which the employee is required to report or serve and necessary travel time. Employees who are released or complete jury duty during their regularly assigned work schedule shall report to work promptly and complete their scheduled shift or forfeit the benefits of this Article.

ARTICLE 22

UNION TIME POOL

SECTION 1: There shall be created a pool of time to be known as the Union time pool and each employee shall be allowed to voluntarily contribute accrued compensatory time or annual leave for Union business leave. This time may be used for Union business upon approval by the Union President or designee. In order for an employee to use the Union time pool, a replacement of comparable rank acceptable to the Fire Chief or designee must be provided. Requests for such time off shall be in writing in advance when possible. If unable to make a written request in advance, such leave may be granted orally and then put in writing on the employee's next scheduled duty day. Use of the Union time pool that causes an employee to miss mandatory scheduled training shall be made up by the employee on the employee's own time.

SECTION 2: The City shall contribute 400 hours per year to the Union time pool to use for performing Departmental administrative functions. The City's contribution and employee contributions to the Union time pool shall be made during the month of October. Additional employee contributions may be made during the first month of each subsequent quarter.

SECTION 3: Bargaining unit members serving on the Negotiation Team, as designated prior to the opening session of bargaining, shall be granted authorized leave from scheduled work time, for the purpose of attending scheduled negotiation sessions with the City.

ARTICLE 23
EXCHANGE OF TIME

SECTION 1: Employees may exchange time with another employee under the following conditions;

1. Exchange of rank for rank, or
2. The exchange is with another employee who is able to step-up to the position with whom s/he is making the exchange.
3. Exchanges must be with the approval of the Fire Chief or the Fire Chief's designee, provided that probationary employees may not exchange time if it would cause them to miss a training session. Such approval shall not be unreasonably withheld, subject to the conditions stated herein.

In no event will a single exchange of time result in the employee working in excess of two (2) consecutive shifts or more than 192 hours added to annual leave.

SECTION 2: Exchange of time shall be requested in writing at least one hour in advance and shall be subject to the following conditions:

a) Such exchange shall not interfere with a scheduled training session when such is determined by the City, at its sole discretion, to be beneficial. Training deemed essential by the Fire Chief, and missed due to the use of exchange of time in association with a scheduled vacation slot, shall be made up at the employee's time and expense.

b) In no event shall an employee owe or be owed in excess of 288 hours at any time. Both the Battalion Chief or Division Chief and the employee shall be held accountable

and shall be subject to disciplinary action if the maximum allowable number of hours is exceeded.

c) Such exchange does not create inefficiencies in operations of the department.

d) The submission of an exchange of time form, signed by both employees, releasing the City from any payment of overtime or compensatory time as a result of the exchange of time.

e) Responsibility for the work is with the employee who has agreed to work for the assigned employee. If the employee agreeing to work (hereinafter "agreeing employee") fails to report or leaves early due to illness, sick leave will be charged to the agreeing employee. If the agreeing employee fails to report for reason(s) other than illness, annual leave will be charged; if the agreeing employee has insufficient annual leave, sick leave will be charged. If the agreeing employee does not have sufficient annual and/or sick leave accrued, wages will be deducted to make up the difference. In the event the absence of the agreeing employee for reasons other than illness creates the need for overtime, the charge to her/his sick leave, annual leave, or wages shall be at the overtime rate.

f) Probationary employees (new hires) will be permitted exchange of time in an amount not to exceed 144 hours. Days exchanged will extend the probationary period one duty day for each day exchanged unless repayment is made during the probationary period.

g) Probationary employees (promotional) who exchange time during probationary period will have the probationary period extended by one duty day for each day exchanged unless repayment is made during the probationary period.

h) In the event an exchange of time request is submitted for the purpose of engaging in other employment or business activities, the requesting employee must supply the reason for the need and the Fire Chief or her/his designee must specifically approve of the request before the exchange is allowed.

i) Exchange of time may not be used in lieu of sick leave or other leave for which there is provision in the Agreement; it may, however, be added to approved annual leave subject to the conditions in Section 1 herein.

j) No employee may exchange time for cash or other consideration.

SECTION 3: All requests for exchange of time shall be responded to in writing.

SECTION 4: All exchanges of time are made at the sole risk of the employee, with the City being free of any and all liability.

SECTION 5: Personnel may be released from duty prior to the end of their shift if (1) a Station Officer approves the early release, (2) the exchange is entered into voluntarily between the two involved employees, and (3) the exchange is for one (1) hour or less. A longer exchange must be approved as provided above.

ARTICLE 24

OVERTIME

SECTION 1: For shift employees, hours worked in addition to the total work hours, within the established work cycle shall be paid at time and one-half the employee's regular rate of pay. An employee shall be allowed to use sick leave one time per calendar quarter within seventy-two (72) hours of working an overtime shift without penalty. The next occurrence of the use of sick leave within seventy-two (72) hours of an overtime shift during that calendar quarter will drop the employee to the bottom of the overtime eligibility list, regardless of the number of qualifying hours he/she has. For all scheduled overtime and any unforeseen overtime, the employee assigned to work overtime will be the employee with the lowest classification (In the classification that created the need for the overtime, excluding step-ups), with the appropriate qualifications to fill the assignment. If no such employee can be scheduled, then the overtime may be offered to an employee in a higher classification. Forty (40) hour employees working over forty (40) hours within the established workweek shall be paid time and one-half of the employee's regular rate of pay for all hours in excess of forty (40) hours within a workweek. All hours paid and authorized compensated leave shall be considered hours worked in computing overtime.

SECTION 2: The union and the City shall devise a method to distribute overtime fairly based on the total hours worked. Until such a system is agreed upon, the current method of overtime distribution will be utilized as long as it complies with Section 1 above.

SECTION 3: Nothing herein shall require payment when an insubstantial amount of time is worked in excess of the normal work shift. For the purpose of this Article, an insubstantial

amount of time shall be considered any period of time less than one-quarter (1/4) hour. Employees shall be paid to the next quarter (1/4) hour for any time worked over one-quarter (1/4) hour. Employees shall not have their pay deducted when reporting less than one-quarter (1/4) hour late.

SECTION 4: Regular rate of pay shall be defined as the employee's base salary.

SECTION 5: Overtime as a result of callback shall be provided for in Article 25, Call Back, and shall not be subject to the provisions of this Article.

SECTION 6: Compensatory time off may be granted in lieu of overtime payment. The maximum accumulation of compensatory time shall be one hundred and twenty (120) hours.

SECTION 7: When an employee reaches an accumulation of ninety-six (96) hours of compensatory time the employee shall be required to take twenty-four (24) hours of compensatory time off in one scheduled twenty-four (24) hour period except in the case of 40-hour personnel who shall be required to take eight (8) or ten (10) hours in accord with their regular scheduled work day. In the event the employee has not taken the twenty-four (24) hours off in one scheduled twenty-four (24) hour period within ninety (90) days from the date of accumulation of the ninety-six (96) hours of compensatory time, the City will schedule the employee to be off on compensatory leave for a full twenty-four (24) period except for 40-hour personnel as referenced above. Compensatory time shall be used and administered in the same manner as specified in Section 8, of Article 18, Annual Leave.

ARTICLE 25

CALL BACK

SECTION 1: Any employee called back to work after having been relieved and having left the assigned work station or called in before her/his regular scheduled work time shall be paid the actual time worked at the overtime rate, but shall receive a minimum of three (3) hour's pay at time and one-half.

ARTICLE 26

WORK IN HIGHER CLASSIFICATION

SECTION 1: When an employee is temporarily assigned by the Fire Chief or her/his designee to a higher classification within the unit, the employee shall for the period worked at a rate of:

Firefighter to Firefighter/Driver	5%
Firefighter to Lieutenant	15%
Firefighter/Driver to Lieutenant	10% *
Firefighter/Driver to Captain	15%
Lieutenant to Captain	5%
Lieutenant to EMS Captain	10%
Captain to EMS Captain or Senior Fire Inspector	5%
Captain to Battalion Chief	10%
EMS Captain to Battalion Chief/Division Chief	5%
Firefighter to Fire Prevention Officer	5%
Fire Prevention Officer to Fire Inspector	15%
Fire Inspector to Senior Fire Inspector	5%
Fire Inspector to Division Chief	10%
Senior Fire Inspector to Division Chief	5%

*At no time shall a Firefighter/Driver to Lieutenant temporarily assigned to the rank of Lieutenant exceed the pay range for the Lieutenant classification.

SECTION 2: If the Assistant Chief (Fire and Life Safety Division) is on leave for one shift or more, a Senior Fire Inspector (Fire and Life Safety Division) on duty shall be assigned as Division Chief before the assignment of the Fire Inspector. In the event a Senior Fire Inspector is unavailable, a Fire Inspector may be assigned.

SECTION 3: Higher classification assignments shall be at the discretion of the Fire Chief or her/his designee and shall be on a rotation basis among qualified employees whenever practical, and thereafter, on a rotation basis, whenever practical.

SECTION 4: Pay under this Article shall be paid at least quarterly.

ARTICLE 27

COURT TIME

SECTION 1: Court time is that time an employee is required to appear in court or give a deposition as a result of action taken within the scope of employment whether on or off duty. Compensation for the court time outside of the normal work period shall be a minimum of three (3) hours pay at time and one-half. Any additional overtime for each appearance will be compensated in accordance with the workweek and overtime Article.

SECTION 2: Employees may accept witness and subpoena fees.

ARTICLE 28

UNIFORM MAINTENANCE ALLOWANCE

SECTION 1: The City agrees to pay a uniform maintenance allowance of \$25.00 per month to all bargaining unit employees required to wear a uniform covered by this Agreement. All employees shall be paid an additional \$5.00 per month for linen maintenance (sheets, pillow cases, and towels). These allowances will be paid semi-annually no later than April and October.

SECTION 2: Equipment, uniforms or linens issued by the City damaged or lost through negligence will be replaced at the employee's expense.

SECTION 3: Linens issued to employees will be replaced by the City when no longer serviceable due to ordinary wear.

SECTION 4: The City agrees to pay bargaining unit employees one hundred twenty-five dollars (\$125) per year as a shoe allowance, provided that the shoes purchased are American National Standards Institute (ANSI) Z41 certified.

ARTICLE 29
TUITION REIMBURSEMENT

SECTION 1: All employees covered by this Agreement who have been in the employ of the City for a minimum of 12 months shall be eligible to apply for participation in the Tuition Reimbursement Program as provided for in the following sections:

SECTION 2: This plan is applicable only to educational programs offered by post-secondary, accredited educational institutions, and approved vocational school classes that are college credit courses and which can be transferred to a post-secondary, accredited institution, including the State Fire College.

SECTION 3: The program and/or course must be related to the needs of the City in that it has the potential to improve the performance level of the employee in the employee's present assignment or develops an employee's ability and knowledge to meet the needs of future assignments within the City.

SECTION 4: The employee must meet the entrance requirements of the educational institution offering the course and must have the approval of the City Manager or designee prior to enrollment in the course or program. Such approval shall not be unreasonably denied.

SECTION 5: Subject to the availability of funds in the Fire Department, upon completion of an approved course an employee may apply for tuition reimbursement in an amount equivalent to the following percentages of the tuition costs:

<u>GRADE Earned</u>	<u>Percentage Reimbursed</u>
C	50%
B	75%
A	100%
"Pass" in Pass/Fail Course	100%

Approved coursework will be reimbursed at the prevailing State of Florida rate, in an amount equivalent to the above percentages of the tuition costs. Coursework taken at out-of-state universities for the Open Learning Fire Service Program, administered by the National Fire Academy, will be reimbursed at 100%, subject to the reimbursement by grade formula indicated above. If financial assistance is available from the Veteran's Administration, or other sources, the amount of reimbursement shall be limited to the difference between the amount paid under this section and the amount received from other sources. All requests for reimbursement must be made within sixty (60) days of the end of the grading period.

SECTION 6: If an employee voluntarily terminates employment within one (1) year of receiving tuition reimbursement, the employee shall reimburse the City for any amounts received for that period through deduction from any final pay to which the employee is entitled, or by such other means as may be necessary to recover the sum.

SECTION 7: An educational differential of \$5.00 per credit hour shall be paid to employees for successful completion of a required core course directly related to Fire Science, Emergency Medical Services, Fire Administration, or Fire Prevention. Payment for elective courses which has been made previous to the effective date of this Agreement shall continue. Elective courses taken after the effective date of this Agreement will not be

eligible for the educational differential. Payment shall be for courses completed as of July 15th; shall not exceed \$720.00 to any one employee; and shall be made on or about August 15th.

ARTICLE 30
MEDICAL INSURANCE

SECTION 1: All bargaining unit employees shall be covered by the Firefighters of Boca Raton Insurance Trust Fund ("Union Plan"). Coverage under the Union Plan shall also be offered to: sworn Fire Department management employees/dependents; future sworn Fire Department retirees/dependents; and, current sworn Fire Department retirees/dependents. Participation in the Union Plan shall forfeit the person's right to participate in the City's plan for as long as the Union Plan, or its successor(s), shall be in existence. Participants in the Union Plan shall be eligible to continue in the Union Plan upon retirement with the same benefit levels and rates charged for active employee participants.

SECTION 2: Upon request by the City, the Union shall promptly furnish any records or information related to the Union Plan.

SECTION 3: The City shall be indemnified and held harmless by the Union against any claim, demand, suit, or liability and for all legal costs arising in relation to the implementation or administration of the Union Plan, except to the extent that the City's acts or omissions give rise to its own liability.

SECTION 4: Effective October 1, 2014, the City shall contribute to the Union Plan five hundred eighty dollars (\$580.00) per month for each bargaining unit employee covered by the Union Plan. Such contribution shall increase by four percent (4%) on October 1, 2015, and by four percent (4%) on October 1, 2016. Additionally, the City shall contribute to the Union Plan, for each bargaining unit employee, the same amount the City contributes per

employee in the City's dental and vision plan. The City shall make no contribution towards the cost of coverage for retirees. Participating employees shall pay any other insurance and related costs, which may arise during the term of this Agreement. The City shall continue to offer a plan for the payment of dependent coverage costs under Section 125 of the Internal Revenue Service Code. The City will pay administrative costs associated with the maintenance of the Section 125 Plan.

SECTION 5: Contributions by the City and Union Plan participants shall be remitted by the City to the Union Plan during the week following the second payday of each month.

SECTION 6: The Union, upon sixty (60) days written notice to the City Manager, reserves the right to discontinue the group insurance plan established pursuant to this Article, and to reenter the City's group plan as it exists at the time of reentry; provided, however, the City reserves the right to set the rates and conditions of such reentry; and provided, that the Union Plan assumes all liability for claims incurred prior to the effective date of reentry into the City's plan. Further, the Union Plan agrees to provide extension of benefits and services in accordance with applicable Florida Statutes for disabled persons for twelve (12) months following the date of reentry into the City's plan. Any person that is confined in a hospital, or any other type of health care facility on the date of reentry to the City's plan will not receive benefits until that person has been free from confinement in a hospital or other type of health care facility for thirty (30) consecutive days. Any person that is disabled and away from work on the date of reentry will not be insured until that person returns to full time employment.

SECTION 7: The Union Plan agrees to offer extension of benefits and services in accordance with applicable law.

SECTION 8: The Union expressly waives the right to bargain over the cost allocation, carrier, benefit levels, or any other aspect of the City's group insurance plan.

ARTICLE 31
SUBSTANCE ABUSE

SECTION 1: Bargaining unit employees shall not use, possess, dispense, or sell any drug/chemical substance not prescribed for use by a licensed physician or any substance that is illegal in the State of Florida; and, shall not use prescribed medication in a manner that does not substantially conform to the direction of the prescribing physician. Also, self-impairment due to drugs, or alcohol with a blood/alcohol measure of .05 or more, while on duty is similarly prohibited.

SECTION 2: Employees are subject to urinalysis and/or blood testing as required by the City to detect the presence of drugs/chemical substances and/or alcohol when management has a reasonable suspicion based on objective factors that the employee may be acting in violation of Section 1 of this Article.

SECTION 3: Random Testing: Because of the nature of its mission and the importance of its responsibility, the City must provide its employees and the public with overt assurance that its Fire/Rescue Services Department staff is unimpaired by drugs/chemical substances and/or alcohol while on duty. Toward that end, employees will be subject to chemical testing of urine based on a purely random selection, at a time and place to be designated by the City no more than twice per fiscal year. Employees will be selected for the testing by Human Resources from a blind list composed of employee I.D. numbers.

SECTION 4: At the request of the employee, when chemical testing is being conducted in accordance with the provisions of sections 2 and 3 above, a sample will be taken and split in two (2). When the urinalysis of an employee specimen is positive for drugs/chemical substances, a second test conducted on the split sample shall be performed by a separate lab. Tests shall be a GC/MS or one of the equivalent validity. Collection, transport, and storage of samples shall observe proper chain of custody and clinical procedures.

SECTION 5: (a) Refusal to submit to testing shall be cause for discharge. Submission to a chemical test shall not act as a waiver of the employee's right to challenge the grounds for the test or the accuracy of the results.

b) Any challenge to reasonable suspicion shall be submitted to expedited arbitration under the expedited arbitration rules of the American Arbitration Association. If the arbitrator finds for the employee, the sample will be discarded. If the finding is for the City, the results will be released. Pending the arbitration, the test sample will be frozen or otherwise preserved in a scientifically sound manner.

SECTION 6: Employees who are required to take prescription medicine which possesses possible side effects that may impair the safe performance of an employee's duties shall notify their immediate supervisor at the start of the work shift.

SECTION 7: a) If the test results establish with reasonable scientific certainty that an employee is present at work with .05 or more blood/alcohol level the employee may be disciplined up to and including termination.

(b) If the test results establish with reasonable scientific certainty that an employee is in violation of Section 1 of this Article with regard to illegal drugs/chemicals the employee shall be disciplined up to and including termination.

(c) In any arbitration proceeding seeking review of disciplinary action under this section, the City shall bear the burden of proof including the existence of reasonable suspicion and scientific certainty of the test results.

SECTION 8: Employees may, upon request, have a Union representative present during the testing procedure, provided that the test will not be postponed for more than thirty (30) minutes to await a Union representative. An attempt will be made to telephone a Union representative advising of said pending test, but in no instance will the thirty (30) minute waiting rule be waived or will the employee taking the test have more than one representative present.

The Union representative will be informed of the physician's office or hospital/clinic where the sample will be taken.

The sample will be frozen and held for testing until the Union representative is advised of the facts constituting reasonable suspicion by the City's Human Resources Director or designee.

SECTION 9: Where the reasonable suspicion arises, the employee will be directed to the City physician or a clinic/hospital to give the sample. Urinalysis testing will be used in cases of suspected drug use. Blood testing will be used in cases of suspected alcohol use. No

employee shall be subject to reasonable suspicion testing more than twice in a twelve (12) month period.

SECTION 10: The City shall provide referral guidance to employees seeking professional assistance in dealing with a drug or alcohol related problem.

However, such guidance must be requested by the employee. Participation in such programs shall not mitigate or stay the implementation of a discharge action against the employee for violation of this Article's provisions nor a discharge for other drug/alcohol related offenses. Admission of a drug and/or alcohol problem incident to a request for assistance authorized by this Section, without any other reasonable suspicion of such a problem, shall not be used as a basis for discharge.

ARTICLE 32

DISEASES AND IMMUNIZATION

SECTION 1: The City shall provide tuberculosis and Hepatitis A, B and C screening annually for all bargaining unit employees.

SECTION 2: The City shall provide immunization for bargaining unit employees on a voluntary basis as follows:

Flu shots – once per year if available

Tetanus - once every ten (10) years

Hepatitis - (Type B) - once every five (5) years

AIDS - (Federal Drug Administration approved vaccine only.)

SECTION 3: A labor-management committee shall be established which shall consist of the Union President or designee, the Infectious Disease Control Officer, the Fire Chief or designee in the Fire Department, the Human Resources Director or designee, and the Medical Director. The committee shall meet at least quarterly and upon the request of any two (2) members of the committee for the purpose of developing recommendations to the City Manager regarding:

(a) Procedures for infection control to be followed when responding to medical emergencies.

(b) Education and training of emergency medical response personnel in the proper observation of barrier precautions designed to promote infection control.

(c) Development of an effective communication system between the Fire Department and local medical facilities which shall seek to assure that the requirements of Florida Statute 395.1025 are met.

SECTION 4: The City shall establish procedures for infection control to be followed when responding to medical emergencies. Surgical masks, gloves, and goggles will be provided by the City for use by emergency medical personnel when treating victims.

SECTION 5: The City shall provide education and training to all emergency response personnel in the proper observation of barrier precautions in the interest of infection control.

SECTION 6: The City Manager will make a good faith effort to insure that the notification requirements mandated by Florida Statute 395.1025 are accomplished in a timely manner.

SECTION 7: Nothing in this Agreement shall be construed as a waiver of the City's rights under Chapter 440, Florida Statutes.

SECTION 8: When the County Health Officer declares that a public health risk exists and, in her/his judgment, it is reasonable and prudent to immunize public health care employees from it, the City shall provide for appropriate vaccinations.

ARTICLE 33

PENSION

SECTION 1: Following ratification of this Agreement, the parties agree that the terms and provisions of Chapter 12 of the Code of Ordinances of the City of Boca Raton shall remain in effect, but shall be amended as provided below. For the purpose of this Article, "Ordinance Adoption Date" shall mean April 14, 2015.

A. For members retiring on or after the Ordinance Adoption Date, the maximum retirement benefit (when applied to the normal form of benefit) at the time of retirement shall be \$100,000, which maximum benefit shall increase by two percent (2%) per year on each October 1 thereafter (\$100,000 for a member retiring on or after the Ordinance Adoption Date and prior to October 1, 2015; \$102,000 for a member retiring on or after October 1, 2015, and prior to October 1, 2016; \$104,040 for a member retiring on or after October 1, 2016, and prior to October 1, 2017), but in no event shall the maximum retirement benefit exceed the maximum amounts set forth in section "B".

B. For members retiring on or after the Ordinance Adoption Date, the maximum retirement benefit (when applied to the normal form of benefit) at the time of retirement shall be 90% of average monthly earnings, but in no event shall the maximum retirement benefit exceed the maximum amounts set forth in section "A".

C. For early retirement calculations, the maximum retirement benefit referenced in Sections "A" and "B" above shall be applied before the reduction based upon early retirement.

D. On or after the Ordinance Adoption Date, the calculation of all retirement benefits, elections, adjustments, and any other payments/calculations shall include the actuarial impact of the "cost of living increases" (COLA), including, but not limited to, any optional forms of pension benefits.

actuarial impact of the “cost of living increases” (COLA), including, but not limited to, any optional forms of pension benefits.

E. For all (or any portion) of a retirement benefit that accrues on or after the Ordinance Adoption Date the COLA shall be two and one-half percent (2.5%).

F. The maximum retirement benefit specified in Subsections A and B, above, do not apply to the COLA or “retirement supplement” as provided for in the Plan. For example, a member could receive a retirement benefit calculated as provided in Subsections A and B (subject to the maximum benefit), and in addition receive a retirement supplement of \$10.50 per month per year of continuous service. Further, the member may also receive, in addition to the retirement benefit, increases in the benefit above the maximum as a result of COLAs after retirement.

G. Any member employed as of the Ordinance Adoption Date (i) who becomes vested in the Plan (in accordance with the terms of the Plan) and (ii) who terminates employment (iii) without immediate eligibility for retirement under the “normal retirement date” provision of the Plan (See Section 12-130(1) and 12-151(1), Code of Ordinances), shall not receive a “retirement supplement” (See Sections 12-151, as applicable, Code of Ordinances) applicable to the period of service after the Ordinance Adoption Date. Any member who commences employment on and after the Ordinance Adoption Date who terminates employment without immediate eligibility for retirement under the “normal retirement date” provision of the Plan (See Section 12-130(1) and 12-151(1), Code of Ordinances) shall not receive a “retirement supplement.”.

H. For all (or any portion) of a retirement benefit that accrues on or after the Ordinance Adoption Date, if such member terminates employment prior to attaining 20 years of continuous service, the retirement benefit shall be payable at age 55 or at age 50 reduced as provided for early retirement.

I. This Section intentionally left blank

J. All references in the Plan to a maximum benefit, applicable to the period after the Ordinance Adoption Date, of 100% shall be modified to refer to 90%, as provided in Section B, above.

K. There shall not be, as a result of the modifications provided herein, any reduction in any member's accrued benefit. Further, there shall be no changes to benefits, past or future, for any member who is immediately eligible for retirement under the "normal retirement date" provision of the Plan (See Sections 12-130(1) and 12-151(1), Code of Ordinance) as of the Ordinance Adoption Date.

ARTICLE 34
DEATH BENEFITS

SECTION 1: The City will agree to maintain Special Hazard Insurance for employees covered by this Agreement in the amount of \$25,000 per employee.

SECTION 2: The City will support efforts to secure full benefits from the State Worker's Compensation, social security, and City pension plan both administratively and legally for the surviving family members of any employee killed in the line of duty.

SECTION 3: In the event of the death of an employee, the surviving beneficiaries will receive the same compensation that the employee would have been eligible to receive upon termination from employment.

SECTION 4: The City shall pay for the cost of funeral and burial expenses for employees who are killed on the job, but not in excess of \$10,000.

ARTICLE 35
REASSIGNMENTS

SECTION 1: Employees assigned to perform Paramedic duties may, at the discretion of the Fire Chief, be temporarily reassigned to perform other duties for a period not to exceed ninety (90) calendar days per fiscal year at their current rate of pay. Such reassignments shall not be subject to any grievance procedure.

ARTICLE 36

WAGES

SECTION 1: Bargaining unit members shall continue to receive an annual evaluation on the anniversary date of their employment or most recent promotion. The base step shall be implemented on the employee's anniversary date or date of most recent promotion provided the evaluation is satisfactory or better. An employee, who receives an unsatisfactory evaluation, will not be moved to the next applicable step until the pay period in which s/he receives a satisfactory or higher evaluation.

SECTION 2: (a) Paramedic Pay. Any member of the bargaining unit who obtains, during the life of the contract, or who has previously obtained, a certificate from the State of Florida as a Paramedic, shall receive an hourly pay adjustment to be paid at the rates identified in Appendix A.

Continued Paramedic certification pay is contingent upon the City Medical Director certifying the employee within six months of employment. If an employee who has been approved by the Medical Director is removed from Paramedic duties and the Medical Director's approval is still withdrawn following a maximum remediation/training period of ninety (90) days, the employee shall forfeit her/his certification pay. An employee receiving Paramedic certification pay who refuses to work as a Paramedic for a period longer than ninety (90) days will forfeit her/his certification pay until the department approves resumption of paramedic duties. All employees employed as Paramedics shall maintain their Paramedic certification in full force and effect in order to insure continued employment.

b) EMT Pay. Any member of the bargaining unit who obtains, during the life of the contract, or has previously obtained a certificate from the State of Florida as an Emergency Medical Technician, shall receive an hourly pay adjustment at the rates identified in Appendix A.

c) Exclusive of Paramedic certification pay, EMT certification pay, and pay for conferred degree incentives, any member of the bargaining unit who obtains one of the certifications listed below, may be eligible to receive certification incentive pay for up to a maximum of two certification incentives. For a trial period effective from October 1, 2014 through September 30, 2017, a member may be eligible to receive pay for a third certification, if and only if the member either possesses and maintains or achieves and maintains certification as a State of Florida HazMat Technician.

1. Fire Inspector – certification from the State of Florida as a certified Fire Inspector I or II

2. Fire Company Officer – certification from the State of Florida as a certified Fire Company Officer I or II

3. Fire Instructor – certification from the State of Florida as a certified Fire Instructor III

4. HAZ-MAT – meets the criteria for Hazardous Materials Technician in accordance with NFPA HAZ-MAT Operations 471-472. Effective October 1, 2009, each

member must obtain HAZ MAT certification from the State of Florida to be eligible to receive or continue to receive the certification incentive pay.

5. Technical Rescue Technician – possession of the four certifications for a Technical Rescue Technician. The four certifications shall be confined space, rope rescue, vehicle extrication, and trench rescue.

Any bargaining unit member that meets the criteria of the certification incentives outlined above will be eligible to receive an hourly pay adjustment for each certification category (subject to a maximum of three, including the third certification pursuant to the limitation in Section 2(c) above) for the amount of:

October 1, 2014

Shift Employees	\$.85 hourly	\$1,856.40 annually
40 hour Employees	\$.88 hourly	\$1,830.40 annually

October 1, 2015

Shift Employees	\$.86 hourly	\$1,878.24 annually
40 hour Employees	\$.89 hourly	\$1,851.20 annually

October 1, 2016

Shift Employees	\$.88 hourly	\$1,921.92 annually
40 hour Employees	\$.91 hourly	\$1,892.80 annually

(d) The pay adjustments for EMT, Paramedic, Fire Inspector, Fire Company Officer, Fire Instructor, Technical Rescue Technician, and Hazardous Materials certifications shall be paid only if the certification is current and valid. The maximum pay ranges in the step plan may be exceeded by these adjustments. The Paramedic certification pay adjustment shall not be additional or cumulative to the EMT certification pay adjustment.

(e) The EMT, Paramedic, Fire Inspector, Fire Company Officer, Fire Instructor, Technical Rescue Technician and Hazardous Materials certification pays shall not be treated as wages for all purposes. And shall be increased by the percentage concurrent with increases provided in Section 3 of this Article.

SECTION 3: Effective the pay period, which includes the dates, indicated below, the starting (Step 1) through Maximum (Step 10) rates for each pay range shall be increased by the percentages indicated below as illustrated in Appendix A:

October 1, 2014 2.0% (See Appendix A)

October 1, 2015 2.0% (See Appendix A)

October 1, 2016 2.0% (See Appendix A)

ARTICLE 37
CONTINUOUS SERVICE PAY

SECTION 1: As of December 1st of each year, employees with continuous uninterrupted service shall receive a longevity benefit on the following basis.

More than 5 full years, but less than 10 full years	\$600 annually
More than 10 full years, but less than 15 full years	\$800 annually
15 full years and over	\$1000 annually

ARTICLE 38

CIVIL SUITS

SECTION 1: The City shall upon timely notice by an employee, undertake the defense of any employee covered by this Agreement against civil damage suits arising from and in connection with her/his employment, and shall file appropriate counterclaims.

SECTION 2: The City shall indemnify all member employees against judgments for compensation damages rendered against a member employee in a civil damage suit arising from and in connection with duties performed by the employee in the scope of her/his employment for the City. The City shall not indemnify any employee against judgments rendered in civil suits, which the City has not been given notice of and an opportunity to defend. The City shall not indemnify any employee against judgments rendered in civil suits where the employee's acts giving rise to the judgment were found to be in bad faith, malicious or committed in a manner exhibiting wanton and willful disregard of human rights, safety and property.

SECTION 3: The employee shall give notice to the City within forty-eight (48) hours of all injuries or damage to persons or property, including the employee himself, incurred by or witnessed by the employee while the employee is on duty.

SECTION 4: It shall be the duty of the employee to notify the City Attorney of her/his being served with any civil action on the day of receipt by the employee or the first City business day, thereafter.

SECTION 5: The employee has the right to retain counsel of her/his choice at her/his own option and expense. However, the City shall retain full control of the litigation unless the employee releases the City from all indemnification and defense obligations here and by law.

ARTICLE 39
WORKING CONDITIONS

SECTION 1: Due to the nature of the fire service, the mission of the department to save human life and prevent and protect property from destruction by fire or other emergencies, in concert with the City, the Union on behalf of the employees agrees as follows:

- a) To exert all efforts within its province to improve the City's fire rating classification.
- (b) To meet high standards of personal appearance and on-duty conduct for increased overall efficiency.
- (c) To make all necessary and voluntary efforts to improve public understanding of the causes of fire and potential fire hazards.
- (d) To participate in school and civil appearances during fire prevention week and at other times as required.
- (e) To participate in inspections when assigned.
- (f) To make every effort, during and subsequent to all fires, to reduce property damage, from water and smoke, by proper use of rescue and salvage equipment provided by the City.
- (g) To maintain a high level of physical preparedness and training proficiency.
- (h) To maintain equipment and facilities at departmental standards.

SECTION 2: In order that the basic mission of the department may be preserved and a state of readiness may be maintained, employees will not normally be required to perform tasks which are not directly related to the objectives set forth in Section 1 above, if the performance of such tasks would affect the unit's ability to respond to an alarm or affect the

level of department equipment maintenance. Such determinations shall be at the discretion of the Fire Chief or her/his designee.

SECTION 3: The City agrees to supply and make available all materials required (rags, mops, etc.) in the day-to-day maintenance of the fire stations. The City furthermore agrees to work to maintain proper extermination- service at the fire stations.

SECTION 4: It is the responsibility of the City to provide safe working conditions, tools, equipment and work methods for employees. The City and the employees will work together to maintain safe working conditions, tools and equipment provided that it remains the City's unilateral right to determine what equipment, if any, and procedures will be purchased or used.

SECTION 5: The City will maintain commercial washers and dryers at new stations and at existing stations as they are renovated.

SECTION 6: The City will maintain a security fence and alarm system in the parking area of Station one.

ARTICLE 40

TRAINING

SECTION 1: The City shall provide compensatory time for non-City training along the following general guidelines:

a) The City shall retain full discretion to select courses or seminars where compensatory time shall be offered;

b) The City shall retain full discretion as to the use of any accumulated compensatory time.

c) A fair method of selecting attendees shall be devised by a discussion between the City and the Union.

SECTION 2: The City shall provide appropriate equipment for physical training as agreed upon by the Wellness Committee and the Fire Chief, which shall be housed in appropriate Fire Stations to be designated by the Fire Chief. The City reserves the right to remove this equipment, if in the City Manager's sole judgment, injuries from its usage warrants such removal.

ARTICLE 41
TOUR OF DUTY

SECTION 1: The City agrees to continue the assignment of shift employees to 24 hours on duty and 72 hours off duty with a shift starting time of 7:30 a.m.

SECTION 2: All forty (40) hour employees shall be entitled to their lunch breaks without interruption, except in case of a fire emergency; provided that a forty (40) hour employee is scheduled to handle calls, and be on duty during all hours of the normal work day.

SECTION 3: Forty (40) hour employees shall work five eight hour days or four ten-hour days per week, at the discretion of the Fire Chief.

ARTICLE 42

ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes and cancels all prior agreements, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The Union and the City acknowledge that, during the negotiations which resulted in this Agreement, both had the unlimited opportunity to make demands and proposals with respect to any subject not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this Agreement.

ARTICLE 43
SAVINGS CLAUSE

SECTION 1: If any Article or Section of this Agreement should be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

SECTION 2: In the event of invalidation of any Article or Section, both the City and the Union agree to meet within thirty (30) days of such determination for the purpose of arriving at a replacement for such Article or Section.

ARTICLE 44

PHYSICAL FITNESS

SECTION 1: The parties agree that the nature of a Firefighter's job is such that the welfare of fellow staff, citizens, and the Department can best be served if an adequate level of physical fitness is maintained. Accordingly, all employees shall strive to maintain a level of fitness that is at least equal to the standards set forth in this Article. Employees must strive to meet the standards during the term of their employment.

SECTION 2: During the month following the physical conducted by the City Physician each year the Department will evaluate an employee's fitness relative to % of body fat, absolute strength, muscular endurance, aerobic capacity (VO2 max), and flexibility. All testing methods and measures shall be as recommended by the program selected by the Wellness Committee and approved by the Fire Chief, except for body fat which shall be as provided for by the Boca Raton Regional Hospital Guidelines. Employees shall strive to meet the recommended average values.

SECTION 3: All testing shall be at a time and place designated by the Fire Chief or her/his designee and conducted by trainers, certified by the program selected by the Wellness Committee and approved by the Fire Chief. If an employee asks to defer testing due to physical incapacitation, said request must be accompanied by a physician's statement which specifically maintains that participation in the testing is incompatible with the employee's physical status. The statement must also indicate an estimated date whereupon testing may occur. At her/his discretion, the Fire Chief may seek a second-medical opinion from the City Physician or her/his designee. The opinion of the City Physician shall prevail.

Where testing has been deferred due to medical incapacitation, said testing shall proceed within 10 days after medical clearance is received by the employee's personal physician or the City physicians. An employee shall then resume their normal testing cycle as if the deferral had not occurred.

SECTION 4: Employees that score below the average value as recommended shall have a personalized exercise program prescribed to them. The prescribed program shall be no longer than 16 weeks in duration, at which time the employee will be retested.

SECTION 5: All employees shall undergo an annual physical conducted by the City Physician, which shall include a general examination, an EKG, and a SMAC 20 blood profile.

SECTION 6: A Wellness Committee shall be created within the Department and shall meet from time to time to develop suggestions as to communications and programs that will advance the cause of physical fitness of all bargaining unit employees. The Wellness Committee shall be composed of two persons appointed by the Fire Chief and two persons appointed by the Union President. The City shall make every effort to upgrade and keep current the level of knowledge of the "Instructors" by providing training updates, information, and instruction. The Wellness Committee shall monitor the implementation and success of the health project including an evaluation of the standards set forth in Section 2

SECTION 7: The Wellness Committee will, on an ongoing basis, review the most current edition of NFPA 1583 and will make recommendations to the Fire Chief.

SECTION 8: The Wellness Committee will review the results of the IAFC/IAFF Joint Wellness Initiative and make recommendations to the Fire Chief.

ARTICLE 45

NON USE OF TOBACCO PRODUCTS

SECTION 1: All firefighters hired on or after October 1, 1990, shall abstain from the use of tobacco products, including electronic cigarettes (e-cigarettes), at all time during the period of employment with the City while both on and off duty. Failure to comply with this provision may result in discharge.

ARTICLE 46
STANDBY DUTY

SECTION 1: An employee assigned to standby duty shall be compensated at a rate of \$20.00 per weekday and \$25.00 per weekend day or holiday. However, if the employee is required to respond, the employee shall be compensated under Article 25, Call Back, and shall not receive payment under this Article. While on standby duty, the employee shall maintain cell phone contact and a response time of one hour or less.

ARTICLE 47
RETIREE HEALTH INSURANCE (VEBA)

SECTION 1: Local 1560 shall establish for its bargaining unit members the Firefighters of Boca Raton Retiree Insurance Trust as a Voluntary Employees' Beneficiary Association (VEBA) to provide full or partial payments for health insurance premiums and other benefits as provided under Section 501(c)(9) of the Internal Revenue Code (the Code), on behalf of former bargaining unit employees of the City who separate from employment on or after October 1, 2005. All eligibility requirements and benefits provided will be determined solely by the Board of Trustees of the VEBA, in compliance with the Code. All bargaining unit members shall be eligible to participate in the VEBA.

SECTION 2: The City shall contribute to the VEBA, on a monthly basis, a percentage specified below of the monthly earnings (as defined in the City of Boca Raton Police and Firefighters' Retirement System) of bargaining unit members covered by this Agreement.

The City shall contribute to the VEBA according to the following schedule:

October 1, 2014	2.5%
October 1, 2015	2.5%
October 1, 2016	2.5%

Along with the monthly contributions, the City shall provide a list of bargaining unit members for whom a contribution has been made and the calculation of the contribution. The VEBA shall provide to the City at the time of transmittal to the IRS copies of all reports, statements,

and other filings required by the Code or other applicable law.

SECTION 3: Local 1560 and the Board of Trustees of the VEBA shall actively pursue all steps required and undertake all due diligence necessary to obtain and thereafter at all times to maintain an IRS determination of compliance of the VEBA with all applicable provisions of the Code.

SECTION 4: If the VEBA does not continue to be a qualified plan under the Code, then the City shall immediately discontinue contributions, and the VEBA shall immediately return to the City all monies contributed by the City to the VEBA from the date of disqualification of the VEBA through the date the City ceased making contributions to the VEBA. The City shall have no further obligation with respect to the VEBA or pursuant to this Article.

SECTION 5: The City shall have no other financial or administrative obligation with respect to the VEBA, except as specifically provided in this Article.

SECTION 6: Local 1560 shall indemnify and hold the City harmless against any claim, demand, suit, or liability, and for all legal fees and costs arising in relation to the establishment, implementation, or administration of the VEBA, except for the failure of the City to contribute to the VEBA as provided herein.

ARTICLE 48

TAKE HOME VEHICLES

SECTION 1: The Fire Chief may suspend or terminate any employee's take-home vehicle privileges, including without limitation for a violation of TAPIRS AS 219.2. The Union may file a grievance to such discipline as provided in Article 9 of this Agreement but may not arbitrate a suspension or termination of the take-home vehicle privilege.

SECTION 2: All employees assigned a take home vehicle shall take whatever steps necessary to include in their personal automobile insurance policy liability coverage for bodily injury and property damage occurring while driving a City owned vehicle, sometimes referred to as "Extended Non-Owned Coverage," in an amount not less than \$100,000 per person and \$300,000 per occurrence (\$100,000/\$300,000).

SECTION 3: Employees assigned a take home vehicle as of the effective date of this Agreement shall submit evidence of the required coverage identified in Section 2 above within thirty (30) days of the effective date of this Agreement or forfeit the take home vehicle and, thereafter, shall submit evidence annually or upon renewal of the insurance policy or forfeit the vehicle. All other employees shall submit evidence of the required coverage identified in Section 2 above prior to assignment or delivery of a take home vehicle and thereafter shall submit such evidence annually or upon renewal of the insurance policy or forfeit the vehicle.

SECTION 4: The rules and regulations regarding the use of take home vehicles, including assignment criteria, rules regarding personal use, and removal of take-home vehicle privileges, shall be at the discretion of the Fire Chief as set forth in TAPIRS AS 219.2.

ARTICLE 49

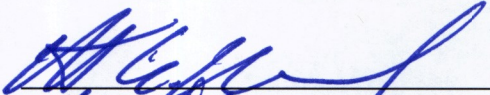
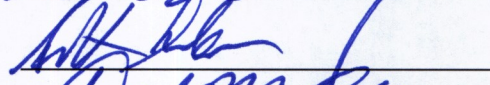
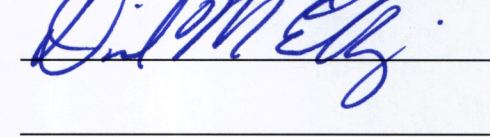
DURATION

This agreement becomes effective October 1, 2014, and shall continue for a term of three (3) years through September 30, 2017, and shall continue from year to year thereafter unless written notice of desire to modify this agreement is served by either party upon the other indicating those provisions to be modified prior to June 1, 2017, or any subsequent anniversary thereafter.

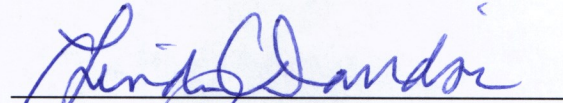
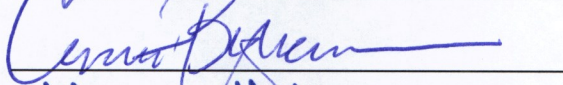
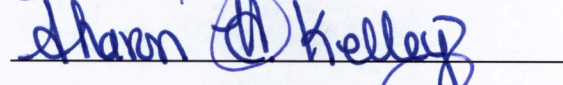
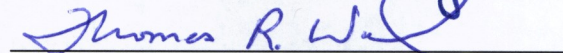
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement this 17th day of April, 2015.

FIREFIGHTERS OF Boca Raton,
LOCAL 1560, IAFF, INC.

THE CITY OF BOCA RATON, FLORIDA

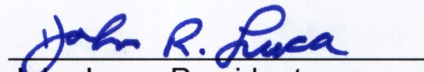
Ratified by the Union

on the 9 day of March, 20015 .

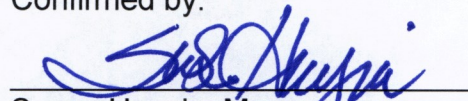
Ratified by the City of Boca Raton

on the 17th day of April, 2015.

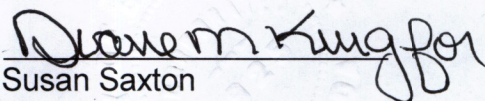
Confirmed by:


John Luca, President
Firefighters of Boca Raton
Local 1560, IAFF, Inc.

Confirmed by:


Susan Haynie, Mayor
City of Boca Raton

Attest:

By: 
Susan Saxton
City Clerk


Leif J. Ahnell, C.P.A., C.G.F.O.
City Manager

APPENDIX 'A'
International Association of Firefighters (IAFF)
Step and Grade Schedule
FY 2014/2015

FIREFIGHTER										
Step	1	2	3	4	5	6	7	8	9	10
Shift	21.9380	22.9952	24.1037	25.2656	26.4834	27.7599	29.0977	30.5004	31.9706	33.5115
Shift Annual	47912.59	50221.52	52642.48	55180.07	57839.75	60627.62	63549.38	66612.87	69823.79	73189.12
40-Hour	23.0347	24.1451	25.3088	26.5286	27.8075	29.1478	30.5525	32.0252	33.5688	35.1870
40 Hr. Annual	47912.18	50221.81	52642.30	55179.49	57839.60	60627.42	63549.20	66612.42	69823.10	73188.96
FIREFIGHTER-DRIVER/FIRE PREVENTION OFFICER										
Step	1	2	3	4	5	6	7	8	9	10
Shift	23.0347	24.1451	25.3088	26.5286	27.8075	29.1478	30.5525	32.0252	33.5688	35.1870
Shift Annual	50307.78	52732.90	55274.42	57938.46	60731.58	63658.80	66726.66	69943.04	73314.26	76848.41
40-Hour	24.1863	25.3523	26.5744	27.8552	29.1978	30.6051	32.0802	33.6265	35.2475	36.9464
40 Hr. Annual	50307.50	52732.78	55274.75	57938.82	60731.42	63658.61	66726.82	69943.12	73314.80	76848.51
LIEUTENANT										
Step	1	2	3	4	5	6	7	8	9	10
Shift	25.2288	26.4445	27.7192	29.0554	30.4556	31.9238	33.4624	35.0752	36.7658	38.5382
Shift Annual	55099.70	57754.79	60538.73	63456.99	66515.03	69721.58	73081.88	76604.24	80296.51	84167.43
40-Hour	26.4899	27.7668	29.1053	30.5080	31.9785	33.5199	35.1355	36.8292	38.6043	40.4651
40 Hr. Annual	55098.99	57754.94	60539.02	63456.64	66515.28	69721.39	73081.84	76604.74	80296.94	84167.41
CAPTAIN/FIRE INSPECTOR										
Step	1	2	3	4	5	6	7	8	9	10
Shift	27.0659	28.3704	29.7378	31.1712	32.6737	34.2486	35.8994	37.6296	39.4435	41.3446
Shift Annual	59111.93	61960.95	64947.36	68077.90	71359.36	74798.94	78404.29	82183.05	86144.60	90296.61
40-Hour	28.4191	29.7890	31.2247	32.7299	34.3074	35.9612	37.6941	39.5113	41.4156	43.4118
40 Hr. Annual	59111.73	61961.12	64947.38	68078.19	71359.39	74799.30	78403.73	82183.50	86144.45	90296.54
EMS CAPTAIN/SENIOR FIRE INSPECTOR										
Step	1	2	3	4	5	6	7	8	9	10
Shift	28.4191	29.7890	31.2246	32.7297	34.3074	35.9612	37.6942	39.5112	41.4156	43.4119
Shift Annual	62067.31	65059.18	68194.53	71481.66	74927.36	78539.26	82324.13	86292.46	90451.67	94811.59
40-Hour	29.8401	31.2783	32.7861	34.3663	36.0228	37.7592	39.5789	41.4870	43.4863	45.5824
40 Hr. Annual	62067.41	65058.86	68195.09	71481.90	74927.42	78539.14	82324.11	86292.96	90451.50	94811.39
BATTALION CHIEF / DIVISION CHIEF										
Step	1	2	3	4	5	6	7	8	9	10
Shift	29.7723	31.2075	32.7117	34.2883	35.9412	37.6734	39.4893	41.3926	43.3879	45.4790
Shift Annual	65022.70	68157.18	71442.35	74885.65	78495.58	82278.71	86244.63	90401.44	94759.17	99326.14
40-Hour	31.2610	32.7679	34.3474	36.0028	37.7383	39.5570	41.4638	43.4624	45.5571	47.7529
40 Hr. Annual	65022.88	68157.23	71442.59	74885.82	78495.66	82278.56	86244.70	90401.79	94758.77	99326.03
EMT Certification										
Step	1	2	3	4	5	6	7	8	9	10
Shift	1.6649	1.7131	1.7627	1.8139	1.8664	1.9207	1.9763	2.0336	2.0927	2.1533
Shift Annual	3636.14	3741.41	3849.74	3961.56	4076.22	4194.81	4316.24	4441.38	4570.46	4702.81
40-Hour	1.7481	1.7987	1.8508	1.9046	1.9599	2.0166	2.0751	2.1353	2.1972	2.2609
40 Hr. Annual	3636.05	3741.30	3849.66	3961.57	4076.59	4194.53	4316.21	4441.42	4570.18	4702.67
PARAMEDIC Certification										
Step	1	2	3	4	5	6	7	8	9	10
Shift	3.4826	3.6506	3.8264	4.0107	4.2042	4.4066	4.6192	4.8418	5.0753	5.3198
Shift Annual	7606.00	7972.91	8356.86	8759.37	9181.97	9624.01	10088.33	10574.49	11084.46	11618.44
40-Hour	3.6566	3.8331	4.0175	4.2115	4.4144	4.6271	4.8501	5.0840	5.3291	5.5859
40 Hr. Annual	7605.73	7972.85	8356.40	8759.92	9181.95	9624.37	10088.21	10574.72	11084.53	11618.67

APPENDIX 'A'
International Association of Firefighters (IAFF)
Step and Grade Schedule
FY 2015/2016

FIREFIGHTER										
Step	1	2	3	4	5	6	7	8	9	10
Shift	22.3768	23.4552	24.5858	25.7709	27.0130	28.3151	29.6797	31.1104	32.6100	34.1817
Shift Annual	48870.93	51226.16	53695.39	56283.65	58996.39	61840.18	64820.46	67945.11	71220.24	74652.83
40-Hour	23.4954	24.6280	25.8150	27.0592	28.3636	29.7308	31.1636	32.6657	34.2402	35.8908
40 Hr. Annual	48870.43	51226.24	53695.20	56283.14	58996.29	61840.06	64820.29	67944.66	71219.62	74652.86
FIREFIGHTER-DRIVER/FIRE PREVENTION OFFICER										
Step	1	2	3	4	5	6	7	8	9	10
Shift	23.4954	24.6280	25.8150	27.0592	28.3636	29.7308	31.1636	32.6657	34.2402	35.8908
Shift Annual	51313.95	53787.55	56379.96	59097.29	61946.10	64932.07	68061.30	71341.89	74780.60	78385.51
40-Hour	24.6700	25.8594	27.1059	28.4123	29.7817	31.2172	32.7218	34.2991	35.9524	37.6853
40 Hr. Annual	51313.60	53787.55	56380.27	59097.58	61945.94	64931.78	68061.34	71342.13	74780.99	78385.42
LIEUTENANT										
Step	1	2	3	4	5	6	7	8	9	10
Shift	25.7333	26.9733	28.2736	29.6365	31.0647	32.5623	34.1316	35.7767	37.5012	39.3089
Shift Annual	56201.53	58909.69	61749.54	64726.12	67845.30	71116.06	74543.41	78136.31	81902.62	85850.64
40-Hour	27.0197	28.3221	29.6874	31.1182	32.6181	34.1903	35.8382	37.5658	39.3763	41.2744
40 Hr. Annual	56200.98	58909.97	61749.79	64725.86	67845.65	71115.82	74543.46	78136.86	81902.70	85850.75
CAPTAIN/FIRE INSPECTOR										
Step	1	2	3	4	5	6	7	8	9	10
Shift	27.6072	28.9378	30.3325	31.7946	33.3271	34.9336	36.6174	38.3822	40.2323	42.1715
Shift Annual	60294.12	63200.16	66246.18	69439.41	72786.39	76294.98	79972.40	83826.72	87867.34	92102.56
40-Hour	28.9875	30.3848	31.8492	33.3845	34.9935	36.6805	38.4480	40.3016	42.2439	44.2800
40 Hr. Annual	60294.00	63200.38	66246.34	69439.76	72786.48	76295.44	79971.84	83827.33	87867.31	92102.40
EMS CAPTAIN/SENIOR FIRE INSPECTOR										
Step	1	2	3	4	5	6	7	8	9	10
Shift	28.9875	30.3848	31.8491	33.3843	34.9935	36.6805	38.4481	40.3014	42.2439	44.2801
Shift Annual	63308.70	66360.40	69558.43	72911.31	76425.80	80110.21	83970.65	88018.26	92260.68	96707.74
40-Hour	30.4369	31.9039	33.4419	35.0536	36.7433	38.5144	40.3704	42.3167	44.3560	46.4941
40 Hr. Annual	63308.75	66360.11	69559.15	72911.49	76426.06	80109.95	83970.43	88018.74	92260.48	96707.73
BATTALION CHIEF / DIVISION CHIEF										
Step	1	2	3	4	5	6	7	8	9	10
Shift	30.3677	31.8317	33.3659	34.9741	36.6600	38.4269	40.2791	42.2205	44.2557	46.3886
Shift Annual	66323.06	69520.43	72871.13	76383.43	80065.44	83924.35	87969.55	92209.57	96654.45	101312.70
40-Hour	31.8862	33.4232	35.0343	36.7229	38.4930	40.3482	42.2931	44.3316	46.4683	48.7080
40 Hr. Annual	66323.30	69520.26	72871.34	76383.63	80065.44	83924.26	87969.65	92209.73	96654.06	101312.64
EMT Certification										
Step	1	2	3	4	5	6	7	8	9	10
Shift	1.6982	1.7473	1.7980	1.8502	1.9038	1.9591	2.0158	2.0743	2.1345	2.1964
Shift Annual	3708.87	3816.10	3926.83	4040.84	4157.90	4278.67	4402.51	4530.27	4661.75	4796.94
40-Hour	1.7830	1.8347	1.8879	1.9427	1.9991	2.0569	2.1166	2.1780	2.2412	2.3061
40 Hr. Annual	3708.64	3816.18	3926.83	4040.82	4158.13	4278.35	4402.53	4530.24	4661.70	4796.69
PARAMEDIC Certification										
Step	1	2	3	4	5	6	7	8	9	10
Shift	3.5522	3.7236	3.9030	4.0910	4.2882	4.4947	4.7116	4.9387	5.1768	5.4262
Shift Annual	7758.00	8132.34	8524.15	8934.74	9365.43	9816.42	10290.13	10786.12	11306.13	11850.82
40-Hour	3.7298	3.9098	4.0979	4.2957	4.5027	4.7196	4.9471	5.1856	5.4357	5.6976
40 Hr. Annual	7757.98	8132.38	8523.63	8935.06	9365.62	9816.77	10289.97	10786.05	11306.26	11851.01

APPENDIX 'A'
International Association of Firefighters (IAFF)
Step and Grade Schedule
FY 2016/2017

FIREFIGHTER

Step	1	2	3	4	5	6	7	8	9	10
Shift	22.8243	23.9243	25.0775	26.2863	27.5533	28.8814	30.2733	31.7326	33.2622	34.8654
Shift Annual	49848.27	52250.67	54769.26	57409.28	60176.41	63076.98	66116.89	69304.00	72644.64	76146.03
40-Hour	23.9653	25.1206	26.3313	27.6004	28.9309	30.3254	31.7869	33.3191	34.9250	36.6086
40 Hr. Annual	49847.82	52250.85	54769.10	57408.83	60176.27	63076.83	66116.75	69303.73	72644.00	76145.89

FIREFIGHTER-DRIVER/FIRE PREVENTION OFFICER

Step	1	2	3	4	5	6	7	8	9	10
Shift	23.9653	25.1206	26.3313	27.6004	28.9309	30.3254	31.7869	33.3191	34.9250	36.6086
Shift Annual	52340.22	54863.39	57507.56	60279.27	63185.09	66230.67	69422.59	72768.91	76276.20	79953.18
40-Hour	25.1634	26.3766	27.6480	28.9805	30.3774	31.8416	33.3763	34.9850	36.6715	38.4390
40 Hr. Annual	52339.87	54863.33	57507.84	60279.44	63184.99	66230.53	69422.70	72768.80	76276.72	79953.12

LIEUTENANT

Step	1	2	3	4	5	6	7	8	9	10
Shift	26.2480	27.5128	28.8391	30.2292	31.6860	33.2135	34.8143	36.4922	38.2512	40.0951
Shift Annual	57325.63	60087.96	62984.59	66020.57	69202.22	72538.28	76034.43	79698.96	83540.62	87567.70
40-Hour	27.5601	28.8886	30.2811	31.7405	33.2704	34.8741	36.5550	38.3171	40.1639	42.0999
40 Hr. Annual	57325.01	60088.29	62984.69	66020.24	69202.43	72538.13	76034.40	79699.57	83540.91	87567.79

CAPTAIN/FIRE INSPECTOR

Step	1	2	3	4	5	6	7	8	9	10
Shift	28.1594	29.5165	30.9392	32.4305	33.9937	35.6322	37.3498	39.1499	41.0370	43.0149
Shift Annual	61500.13	64464.04	67571.21	70828.21	74242.24	77820.72	81571.96	85503.38	89624.81	93944.54
40-Hour	29.5672	30.9925	32.4862	34.0522	35.6934	37.4141	39.2170	41.1076	43.0888	45.1656
40 Hr. Annual	61499.78	64464.40	67571.30	70828.58	74242.27	77821.33	81571.36	85503.81	89624.70	93944.45

EMS CAPTAIN/SENIOR FIRE INSPECTOR

Step	1	2	3	4	5	6	7	8	9	10
Shift	29.5672	30.9925	32.4861	34.0520	35.6934	37.4141	39.2171	41.1075	43.0888	45.1657
Shift Annual	64574.76	67687.62	70949.64	74369.57	77954.39	81712.39	85650.15	89778.78	94105.94	98641.89
40-Hour	31.0457	32.5420	34.1107	35.7547	37.4781	39.2846	41.1779	43.1631	45.2432	47.4240
40 Hr. Annual	64575.06	67687.36	70950.26	74369.78	77954.45	81711.97	85650.03	89779.25	94105.86	98641.92

BATTALION CHIEF / DIVISION CHIEF

Step	1	2	3	4	5	6	7	8	9	10
Shift	30.9751	32.4683	34.0333	35.6736	37.3932	39.1954	41.0846	43.0649	45.1408	47.3164
Shift Annual	67649.62	70910.77	74328.73	77911.14	81666.75	85602.75	89728.77	94053.74	98587.51	103339.02
40-Hour	32.5239	34.0917	35.7350	37.4574	39.2629	41.1551	43.1389	45.2183	47.3976	49.6821
40 Hr. Annual	67649.71	70910.74	74328.80	77911.39	81666.83	85602.61	89728.91	94054.06	98587.01	103338.77

EMT Certification

Step	1	2	3	4	5	6	7	8	9	10
Shift	1.7321	1.7823	1.8339	1.8872	1.9418	1.9983	2.0562	2.1158	2.1772	2.2403
Shift Annual	3782.91	3892.54	4005.24	4121.64	4240.89	4364.29	4490.74	4620.91	4755.00	4892.82
40-Hour	1.8187	1.8713	1.9256	1.9815	2.0391	2.0980	2.1589	2.2216	2.2860	2.3522
40 Hr. Annual	3782.90	3892.30	4005.25	4121.52	4241.33	4363.84	4490.51	4620.93	4754.88	4892.58

PARAMEDIC Certification

Step	1	2	3	4	5	6	7	8	9	10
Shift	3.6233	3.7981	3.9810	4.1728	4.3740	4.5846	4.8058	5.0374	5.2803	5.5347
Shift Annual	7913.29	8295.05	8694.50	9113.40	9552.82	10012.77	10495.87	11001.68	11532.18	12087.78
40-Hour	3.8044	3.9880	4.1799	4.3816	4.5928	4.8140	5.0460	5.2893	5.5444	5.8116
40 Hr. Annual	7913.15	8295.04	8694.19	9113.73	9553.02	10013.12	10495.68	11001.74	11532.35	12088.13